

|  |  |
|--|--|
| FORMAL BID   |  |
| FILE NO: 5851  |  |
| COMMODITY: Consultant Services for Best Retail Practices |  |
| NAME OF BIDDER:  |  |
| BIDDER'S FED. ID.  |  |

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, JULY, 12 2012**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, JULY 26, 2012. This bid may be downloaded from the City's web site, [www.cambridgema.gov](http://www.cambridgema.gov), Online Services, Current Bid List, Formal, File No. 5851.**

**Parking is limited at this location; it is strongly recommended that bids are mailed or delivered in advance of the due date and time. Late proposals will not be accepted.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Request for Quote and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: **"This envelope contains a bid for Consultant Services for Best Retail Practices opened at 11:00 a.m. on Thursday, July 26, 2012"**. The bid and all documents submitted with it are public records.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Request for Quote.

**This bid includes addenda numbered:** \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

**MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

To: Cynthia H. Griffin, Purchasing Agent  
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide all labor, materials, equipment, transportation and supervision necessary to provide **Consultant Services for Best Retail Practices** to the Community Development Department, for a period of three years all in accordance with the attached specifications. The payment of each year is subject to the availability and appropriation of funds.

One award will be made as a result of this formal bid. Prices must remain FIRM during the entire contract period. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for the three years.**

Contract will be awarded within forty five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

#### **Living Wage Requirements**

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for personnel providing contract services to the City. The City of Cambridge's Living Wage as of March 1, 2012 is \$14.28 per hour. The Living Wage requirements are attached.

A sample contract is attached hereto. **The bidder must be willing to sign the City contract. The City will not accept a bidder's terms & conditions.**

A sample of the Community Development Block Grant Agreement Contract (Attachment G) is also included. The successful bidder will be required to sign both contracts (Attachment G & the City's contract).

#### **PLEASE SUBMIT YOUR BID IN DUPLICATE.**

#### **Questions**

Questions concerning this Quote must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. **All questions must be submitted no later than Wednesday, July 18, 2012 by 3:00p.m.** An addendum will be posted to the website to notify all Bidders of the questions and answers.

**If downloading this invitation to bid from the Purchasing website please check back on the website for addendums before submitting your bid to the City. Bidders will not be notified individually of addendums.**

Please check the bidders list on the website. If your firm is not listed on the list please click on the "Registry" and notify us that you have downloaded the bid document.

#### **Bid Results**

**The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.**

#### **Confidentiality and Public Records Law**

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

## **SECTION I: INTRODUCTION**

### **A. INTRODUCTION**

The City of Cambridge acting through its Community Development Department is seeking a formal bid for consultant services for the Best Retail Practices Program (hereinafter "Program") in Cambridge, Massachusetts. The goal of the Program is to help generate economic revitalization by educating small retailers about the best practices used in their industry, and by offering technical and financial assistance to help them improve the interior appearances of their establishments, as well as their marketing, advertising and operations to help build stronger customer bases and boost sales. The Program will serve small retailers with businesses located in the City of Cambridge.

Prospective bidders must demonstrate the ability to provide the services described in this document, must meet all quality requirements and must submit a complete proposal.

### **B. PROJECT BACKGROUND AND HISTORY**

In September 2001 the City, through its Community Development Department, Economic Development Division, launched the Best Retail Practices Program. The Program was in response to a 2000 Central Square market study that identified ways to strengthen existing small retailers in that district of the City by helping them with visual merchandising support and overall store operational support. The Program was offered first to retailers, restaurateurs and store-front services business owners in Central Square and then, due to its popularity, to merchants city-wide. Initially, the program was comprised of two parts, Part I, a workshop followed by Part II, individual in-store consultations. In July 2003, the City added Part III, a matching grant program for participants who completed Parts I and II. The grants fund physical or marketing improvements recommended by the program consultants during the in-store consultations. To date, a total of 415 businesses have participated in the Program.

### **C. PROJECT DESCRIPTION**

The Program will offer up to three (3) workshops per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The program's workshops will target a total of 40 businesses.

The first workshop of the year will be offered in the fall to Cambridge retailers who have never attended the Best Retail Practices Workshop and to former participants who want a refresher course. The workshop will be free of charge and will cover a variety of topics outlined under Section B, Scope of Services.

The workshop will be Part I of a three part program. Part II - in-store consultations will follow the workshop and be offered to up to ten to twelve (10-12) participants per fiscal year who have completed Part I. Participants of Part II - in-store consultations will meet twice with the consultants in their individual establishments and receive advice specific to their businesses. Part III, the grant program, is on-going and offered to the participants who have completed Parts I and II. Qualified participants are eligible for grants up to \$2,000 for improvements recommended by the consultants and subject to available funds.

The additional two to three workshops will be offered in winter and spring of the fiscal year to all current and past Best Retail Practices participants, and will cover advanced topics including those that expand on the first workshop's topics.

## **SECTION II. SCOPE OF SERVICES SPECIFICATION**

### **A. VENDOR AND PROJECT TEAM**

The City shall enter into a contract with one Consultant, which may be a person, a corporation, a partnership, or a joint venture. The City will accept bids from firms who partner for the purpose of responding to this Invitation for Bid. The contract will be managed by the Community Development Department (CDD). Submitted bids must demonstrate that the Consultant and any members of its project team have the specific experience outlined in this request. Specifically, the team should demonstrate experience in retail design, retail marketing and retail management. Additionally, the team should show experience in development of retail workshops with related presentation materials showing best retail industry practices and possess skills to present substantive information related to these subject matters to existing retailers. The Consultant must be designated the team leader.

The Consultant and any team members must be Equal Opportunity Employers. The Consultant and project team must be result-oriented and able to adhere to an aggressive timeline. The Consultant's first year contract is expected to begin in July 2012 and extend through June 30, 2013.

### **GENERAL REQUIREMENTS & RESPONSIBILITIES**

#### **1) *Organization***

The City recommends that the Consultant and its project team include members with demonstrable expertise in all areas of the project scope. The Consultant and project team must have extensive experience conducting retail seminars on interior design including energy efficient design, marketing and store management, and providing individualized recommendations for interior store design, merchandising, energy efficiencies and marketing improvements for small urban retailers in municipalities similar to Cambridge, MA. The Consultant and its project team must present evidence of their qualifications with its response to this Invitation For Bid.

The Consultant will be the contact person with the City of Cambridge. The Consultant must have experience working closely and effectively with low-moderate income, small-business owners in neighborhood commercial districts.

The City encourages applications from consultants who are or who intend to subcontract a portion of the work to a State Office of Minority and Women Business Assistance (SOMWBA) certified Minority Business Enterprise. The SOMWBA certified vendor list is available at the State House Bookstore (617) 727-2834, or on-line at the following web address: <http://www.somwba.state.ma.us>.

#### **2) *Experience***

The Consultant must have at least five (5) years of professional experience working on projects of similar scope and complexity. Each member of the Consultant's team must have demonstrated successful experience within his or her discipline.

The Consultant and its project team must demonstrate specific and considerable knowledge, skills and experience in the following areas:

- A. development and implementation of successful retail workshops with related presentation materials
- B. retailing (including best store and employee management practices)
- C. retail market trends
- D. interior design/store layout planning: displays, fixtures, energy efficient lighting and equipment, flooring, signage, décor and ambiance
- E. storefront/window display elements

- F. communications (including web design, content and optimization) and marketing (including social networking) and public relations for small retailers
- G. cost estimating of retail store interior and marketing improvements
- H. working with low moderate income retail businesses in urban commercial districts
- I. commercial district revitalization

3) *Working Relationship*

The Consultant and members of the project team will assist the City, under the direction of the Community Development Department, with implementation of the Best Retail Practices Program. The Consultant and its project team will meet in-person with Community Development staff a minimum of 2 times during the program's workshop preparation periods, Start-up Services; a minimum of 1 time during consultation and overall recommendations with retailers (Part II); a minimum of 1 time for consultations regarding grant requests (Part III). Telephone conferencing will take place on an as-needed basis. City staff will accompany the Consultant during consultation and follow-up visits with individual retailers. CDD will provide background information and assistance, as appropriate.

**B. SCOPE OF SERVICES/ DELIVERABLES**

Work will begin in August 2012 and will extend through June 2013. The Consultant's contract will be primarily funded with Community Development Block Grant funds and therefore, all of the Program's resources will be reserved for income-eligible, micro-enterprise retailers (**as defined in Program Eligibility Guidelines - Attachment D**) and for retailers located in the Neighborhood Revitalization Strategy (NRS) areas of Cambridge (**see Map – Attachment B**). The Program will be marketed by the City, with the assistance of the Consultant.

**Start-up Services:** Prior to Part I Workshop, Community Development staff will meet with the Consultant to discuss existing program format, content and any needed modifications. In addition, the content and structure of additional workshops will be formulated. Topics will include: benefits of the program to retailers, marketing the program and its workshops (done primarily by the City), scheduling of workshop presentations, strategies for insuring good attendance, workshop presentations' content, handouts and workbook tools, scheduling of site visits, documentation format for recommendations, scheduling of follow-up visits, final recommendations, measurements of success and the Consultant's role in the grant program. The Consultant must submit and the City must approve the final program description prior to implementation. Submittal of the final program description of Parts I, II and III and the additional workshops should occur no later than two weeks after contracts are signed and the initial two (2) meetings have occurred.

The program will consist of three parts, outlined below, and two to three additional workshops, in accordance with the Proposed Timeline (**see Attachment C**)

**Existing Program:**

**Part I: Best Retail Practices Workshop**

The Consultant will deliver one, 2 to 2 1/2 hour workshop presentation in the fall of 2012 to Cambridge retailers interested in best retail practices. The Consultant will deliver a visual (Power Point) presentation commencing with a discussion on consumer and retail trends and factors affecting such trends on the national and regional levels, and followed by a more tailored discussion of local retail trends and related factors. The workshop will be free of charge and will cover topics that should help retailers and service providers view their establishments from their customers view point. Topics for the first workshop should include: the socioeconomic characteristics of shoppers and how that effects demand; elements of an effectively designed retail environment (lighting, interior design); new trends in marketing, staffing and management, "green initiatives," niche markets and specialty shops; the importance of the right retail location and the advantages of a Cambridge location; the importance of communicating with and

listening to your customers and techniques on how to survey them for their needs; techniques to attract a stronger customer base; design tips; marketing tips; management tips; staffing tips and collaborative efforts among business owners.

An interactive component with the attendees, such as question and answer periods, should be encouraged and accommodated. The presentation should be in a visually and verbally engaging format. The presentation will end with a representative from CDD giving an explanation of Parts II and III of the program, supplemented by a written handout detailing program eligibility for Parts II and III and how they will be carried out. Interested retailers will be encouraged to sign up at the workshop for participation in Part II. Eligibility for Part III will also be discussed (**see Attachment E – Part III Grant Guidelines**).

## **Part II: One-on-One Consultation Sessions and Follow-up Sessions**

Part II will commence on or about mid-October, 2012. One-on-one sessions will be held at individual eligible retailers' establishments. During the initial session, the Consultant and members of its project team will visit retailers -- observing, analyzing and discussing existing conditions with each business owner -- and make recommendations for improvements based on best practices. City staff will accompany the Consultant during consultations and follow-up sessions with individual retailers. Topics to be addressed by the Consultant should include: exterior signage and lighting, window display, entry, store layout, merchandising, fixtures, displays and interior signage, interior lighting, wall, floor and ceiling treatments, inventory/merchandise selection and mix, security, cleanliness, hours of operation, staffing, customer service, identifying customer mix and desires, communicating effectively with customers, advertising, marketing and public relations. The Consultant and members of its project team will be expected to visit a minimum of ten (10) retailers per year (the exact number will be dependent upon interest and eligibility). Each consultation session should run for at least one hour and each follow-up session for at least one-half hour. Blocks of time, from one to two weeks, will be set-aside for these sessions. The City desires the one-on-one counseling to occur after the fall workshop.

During the course of each consultation visit, the Consultant will gather the information to produce one to five-page written summary reports of each of the initial consultation sessions and include cost-effective and easily implemented recommendations for in-store and marketing improvements. The individual reports should discuss in text, topics and issues addressed with the retailers and recommendations made and should include current colored photographs of the store interiors with illustrations of recommended improvements relating back to the text. One and one-half weeks after the consultation sessions, the Consultant will provide the City one electronic copy and four (4) hard copies of each individual summary report for sessions completed. Three of the reports should be printed, for the City's use, together in three binders separated alphabetically by retailer establishment name, using a comb binding system. The fourth report, which will be sent by the City to the individual retailer, should be published individually for each participant in a binder using a comb binding system. All reports should be properly labeled with the retailer's business name, address, phone number and contact person.

Approximately two to four weeks after each initial consultation, the Consultant and members of its project team will conduct a follow-up visit to each retailer to determine if recommendations in the summary reports were understood and if any recommended changes have been implemented. During the visit, the Consultant is expected to answer questions about the report's recommendations, clarify them if necessary and discuss and record with the retailer those recommended improvements the retailer will commit to make using the Best Retail Practices Improvement Commitment form (**see Attachment F**), noting which are eligible for a Part III grant. If some recommendations were implemented after the initial consultation, the Consultant will also ascertain whether implemented changes produced some positive, concrete results, i.e. improved layout, better security, smoother operations, increased sales, or, if recommendations were not implemented, the reasons why.

### **Part III: Matching Grant Program**

The City will require the Consultant and its project team to take a consulting role in the approval process of grant applications for Part III, the matching grant program. Grants of the improvement(s), up to \$2,000 per grantee, will be offered on a first come first-served basis and, based on available funds, to ten to twelve (10-12) retailers who are income eligible under HUD Guidelines, have completed Parts I and II of the program and need financing to help make Consultant recommended improvements to their establishments. Recommended improvements are detailed in Best Retail Practices Improvement Commitment, signed by the retailer and the City. On an as needed basis and working closely with EDD staff, the Consultant and its project team will assist the City in reviewing grant applications and contractor bid estimates (quotes) of approved store and marketing improvements for their accuracy and reasonableness in accordance with the Program's Part III Grant Guidelines (**see Attachment E**).

#### **Additional Workshops:**

The Consultant will deliver up to three, two (2) hour workshops per year, in Winter and Spring 2013, to eligible, established retailers interested in expanding their depth of knowledge and application of best retail practices. The Consultant will deliver visual (Power Point) presentations and related materials to retailers who have attended Parts I and II of the program in prior years. Workshop topics subject matter may include: retail/restaurant management best practices, human resources, brand expansion and sales/marketing best practices. During the workshops, the Consultant will conduct an interactive component with the attendees, to address their individual needs. Participants will be encouraged to discuss their actual management practices, issues and problems and bring real examples to these respective workshops for problem solving and constructive critiques.

The presentations should be in a visually and verbally engaging format. The Consultant will work closely with the City during the start-up services period to establish topics, content and hand-out materials for the workshops.

### **C. BACKGROUND INFORMATION - (SEE ATTACHMENTS)**

- Attachment A Map of the City of Cambridge - showing Commercial Districts
- Attachment B Map of Neighborhood Revitalization Strategy Area
- Attachment C Proposed Timeline
- Attachment D Existing Program Eligibility Guidelines and Program Application Forms
- Attachment E Part III Grant Guidelines
- Attachment F Improvement Commitment Form
- Attachment G Sample Community Development Block Grant Agreement Contract

#### **Supplementary Information:**

**<http://www.cambridgema.gov/CDD/econdev/smallbusiness/bestretailpractices.aspx>**

Available upon request - Doing Business in Cambridge – A Resource Guide  
Cambridge – Just the Facts

Call Pardis Saffari in the Economic Development Division of the Community Development Department at P: (617) 349-4654 or e-mail: [psaffari@cambridgema.gov](mailto:psaffari@cambridgema.gov)

#### **PROJECT SCHEDULE**

The Consultant and its project team should be prepared to begin work on the program no later than September 10, 2012 and complete all deliverables by June 30, 2013. Certain deliverables need to be completed at particular junctures of the program (see Scope of Services/ Deliverables and Proposed Timeline – Attachment C).



**SECTION III. QUALITY REQUIREMENTS**

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following requirements.

1. The Consultant team has two principals, one an architect registered in the Commonwealth of Massachusetts, who is knowledgeable about City and State regulations and experienced in retail and restaurant interior design and the second a retail marketing professional with experience in small store retail marketing. The Consultant team has two additional professionals, one knowledgeable and experienced in retail and restaurant management and the second a design professional who can complete conceptual drawings of proposed improvements. The Consultant team is familiar with Cambridge's commercial districts, is sensitive to the importance of good planning and urban design. Each member of the Consultant team demonstrates working knowledge and teaching experience related to the following topics:

- development and implementation of successful workshops with related presentation materials for existing retailers and service providers

YES NO

- retailing (including best practices for employee and store management)

YES NO

- retail market trends

YES NO

- interior design/store layout planning: displays; fixtures; energy efficient lighting and equipment; flooring; signage, visual merchandising; décor and ambiance

YES NO

- storefront/window display elements

YES NO

- communications (including web design, content and optimization) and marketing (including social media) and public relations for small retailers

YES NO

- cost estimating of retail store interior and marketing improvements

YES NO

- working with low-moderate income small businesses in urban commercial districts to counsel them on improving their marketing strategies, store interiors and operations

YES NO

- commercial district revitalization

YES NO

Quality Requirements continued on next page.

2. Consultant has extensive successful experience (at least 5 years and 5 or more projects) providing hands-on consulting for store design services, marketing planning services and retail management services to small urban retailers

YES NO

3. Bidder can provide, upon request, proof of financial solvency

YES NO

#### **SECTION IV. BID SUBMISSION REQUIREMENTS**

1. The bidder shall provide excellent references from three or more clients with at least one governmental entity who can provide information about relevant previous projects, including contact information (names, addresses and telephone numbers). In addition, the City of Cambridge reserves the right to use itself as a reference. Such references will be used to determine the Contractor's responsibility.
2. Resumes of all members of the Consultant's project team who will work on the proposed project. Resumes should name projects similar to the Best Retail Practices Program that the team member has worked on. Provide a table listing of all such team members, their job titles, a brief description of their role in project, and the percentage of their time that will be dedicated to the project. Include employees and subcontractors in the table, designating them as such and stating the name of their employer.
3. The bidder shall submit information for **five** examples of previous work completed on projects for urban commercial retailers, including retail workshops/seminars/classes, interior retail and/or restaurant design, retail marketing assistance, retail operational assistance, involving a similar or related scope of work to Best Retail Practices Program. Illustrative sample materials should be in pictorial or written format. The examples will be used to evaluate the bidder's experience in such work. The City reserves the right to reject the bid if the City deems the samples, reports or related work submitted to be unsatisfactory.

**SECTION V. PRICE PROPOSAL FORM**

Please list the price offered for the following components of the Scope of Services, based on project staffing. Respondents should provide name of staff working on the project, position or title, hourly rates and an estimated number of hours by each staff position based on the projected estimated hours provided by the City. Bidders may not alter the estimated total number of hours for each component indicated below. The City may increase or decrease the actual numbers of hours as required. All bid prices based on staff position or title must remain firm until the end of the contract period. Prices must be all inclusive.

**Start Up- Start up services based on a total of 28 hours per year**

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total for 28 hours of Start up Services per year: \$ \_\_\_\_\_**

**Part I - Workshop Presentation based on a total of 36 hours per year**

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total for 36 hours of Work Shop Presentation per year: \$ \_\_\_\_\_**

**Part II - Consultation & Follow up based on a total of 56 hours per year**

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total for 56 hours of Consultation & Follow up per year: \$ \_\_\_\_\_**

**Part III - Matching Grant Program based on a total of 10 hours per year**

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total for 10 hours of Matching Grant Program per year: \$ \_\_\_\_\_**

**Additional Workshops**

**Workshop** - Topic Suggestion: Retail/Restaurant Management Best Practices based on a total of 25 hours per year

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of Hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total based on 25 hours per year: \$ \_\_\_\_\_**

**Workshop** - Topic Suggestion: Retail Marketing and Management Best Practices based on a total of 25 hours per year

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Estimated # of hours \_\_\_\_\_ X \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

**Total based on 25 hours per year: \$ \_\_\_\_\_**

**TOTAL BID** (add the totals from: Start Up, Parts I, II, III & Workshops)

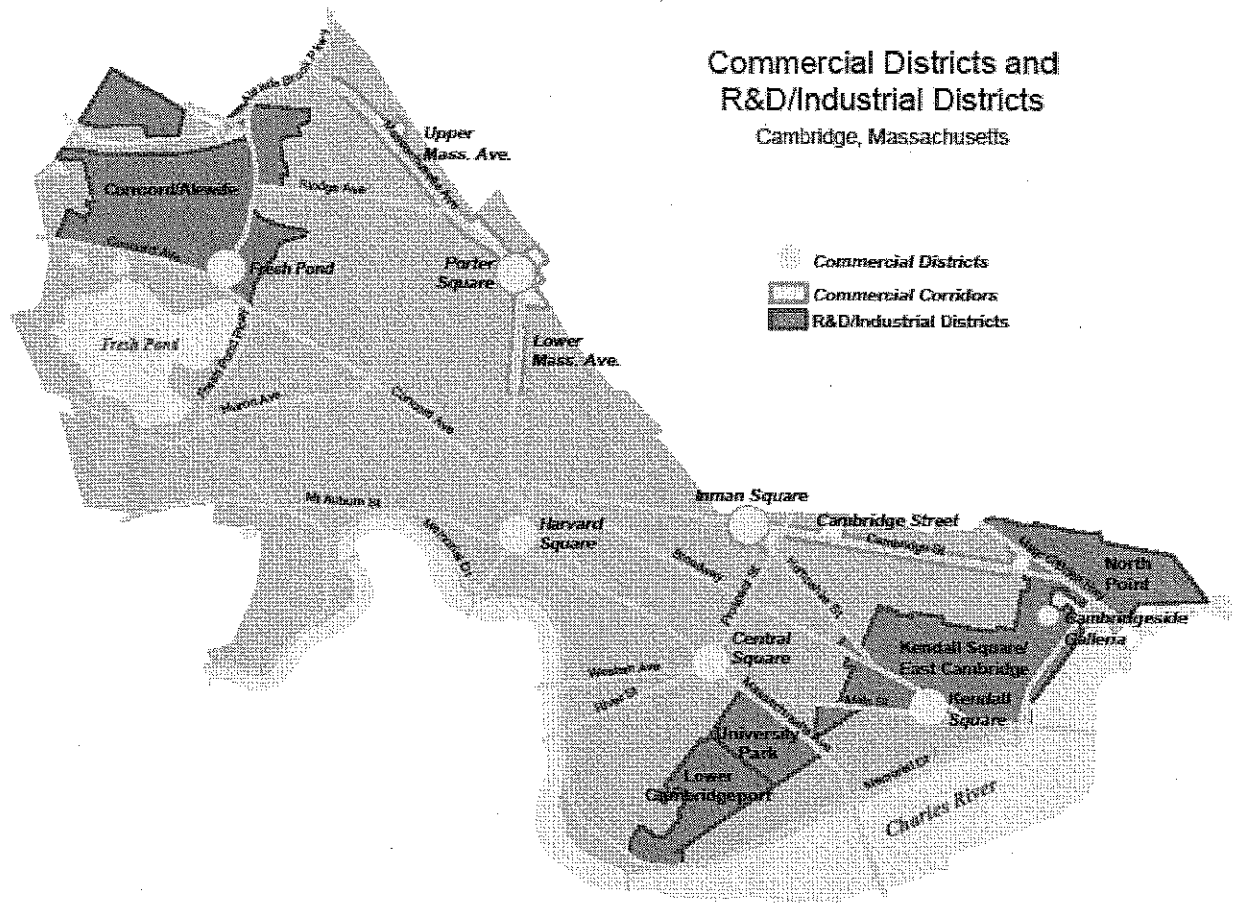
\_\_\_\_\_ X 3 years = \$ \_\_\_\_\_  
Total per year                      Total bid

**Total Bid in words:** \_\_\_\_\_

**Signature of bidder:** \_\_\_\_\_

ATTACHMENT A

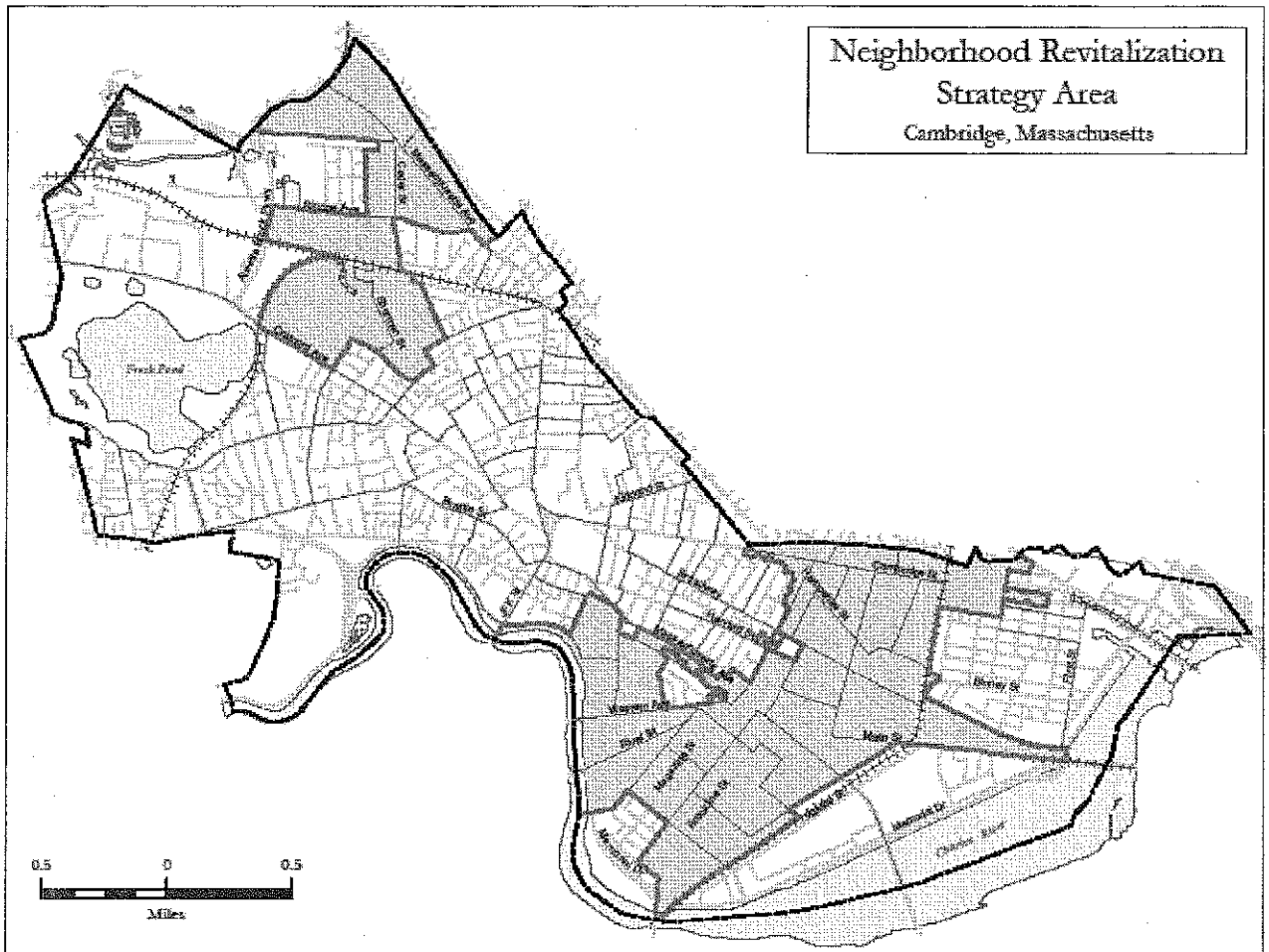
MAP OF THE CITY OF CAMBRIDGE  
SHOWING COMMERCIAL DISTRICTS



ATTACHMENT B

Map of

Neighborhood Revitalization Strategy Areas



ATTACHMENT C

PROPOSED TIMELINE

**Best Retail Practices – Existing Program and Additional Workshops**

*Proposed Time-line - September 1, 2012 - June 30, 2013*

*(Dates subject to change)*

|                     |  |
|---------------------|--|
| 9.01.12 – 6.30.11   | Part III (Grant Program) Proposal review meetings – ongoing as needed  |
|                     |  |
| 8.13.12             | First Program Planning Meeting between City and Consultant   |
| 9.10.12             | Second Program Planning Meeting between City and Consultant  |
| 9.17.2012           | Final Program Description & Workshop Presentation submitted (Consultant)   |
| 9.10.12 - 9.25.12   | Program Promotion/Marketing - Round XVI (City with help of Consultant)   |
| 10.03.12            | Part I – Workshop Presentation XVI (Consultant and City)   |
| 10.03.12 - 10.11.12 | Applications received for Consultations and appointments made (City) (8 days)  |
| 10.15.12 - 10.24.12 | Part II - Round XVI Consultations and signing of provisional grant contracts (Consultant accompanied by City) (8 days) <i>flexible</i>   |
| 11.08.12            | Part II - Round XVI Consultation Reports due (Consultant)  |
| 11.09.12            | Reports mailed to Retailers (City sends)   |
| 11.12.12 – 11.19.12 | Part II - Round X Follow-up Consultations with Discussion and Signing of Best Retail Practices Improvement Commitment form (Consultant accompanied by City) (1 week) <i>flexible</i> |
|                     |  |
| 02.06.13            | Workshop – Retail/Restaurant Management Best Practices (Consultant and City) <i>flexible</i>   |
|                     |  |
| 04.10.13            | Workshop – Retail Marketing Progressive Best Practices (Consultant and City) <i>flexible</i>   |



**ATTACHMENT D**

**Guidelines for City-wide Program Eligibility  
And Program Application Form**

The Community Development Department Economic Development Division offers the 3 part **Best Retail Practices Program** that provides a Workshop, One-on-One Consultations and Financial Assistance to Cambridge retailers and restaurant owners who are first time and past Program participants seeking to improve the interior appearance of their establishments, as well as their marketing and advertising. The Program's goal is to assist owners in building a stronger customer base to boost sales.

**Part I - Workshop Presentation**

The City of Cambridge welcomes Cambridge retailers who are first time and returning past participants to participate in a **FREE** 3 hour workshop presented by the City and its expert consultants to share best practices in both retail planning & design and marketing & advertising and operations. The workshop will be offered in October 2012.

**Part II – One-on-one in store Consultations**

Following the workshop presentation, the City of Cambridge will offer one-on-one in store consultations to 10-12 first time participants. Slots will be reserved for retailers on a first come, first serve basis, meeting the following eligibility requirements.

**HUD Guidelines for Eligibility- Part II**

The City of Cambridge will fund the consultant costs for one-on-one in store consultations, with Community Development Block Grant (CDBG) funding from the Federal Housing and Urban Development Department (HUD). Therefore, slots will be reserved for those who meet certain eligibility requirements to participate in the Program using HUD guidelines.

**Eligibility Requirements for Applicants to the Best Retail Practices Program OUTSIDE the  
Neighborhood Revitalization Strategy (NRS) areas (see attached map of the NRS).**

- Applicant must be a small business retailer whose retail establishment is located in the City of Cambridge
- Applicant must be a micro-enterprise. A micro-enterprise is defined as a small business with five (5) or fewer employees, including the owner.
- Applicant must have no greater than low-moderate family income.

**\*Definition of Family** - All related, immediate family members living in the same household.  
e.g.: husband, wife, children, grandparents, aunts, uncles, cousins.

| # OF MEMBERS | LOW-MODERATE<br>FAMILY INCOME |
|--------------|-------------------------------|
| 1-member     | ___ up to \$45,500            |
| 2-member     | ___ up to \$52,000            |
| 3-member     | ___ up to \$58,500            |
| 4-member     | ___ up to \$65,000            |
| 5-member     | ___ up to \$70,200            |
| 6-member     | ___ up to \$75,400            |
| 7-member     | ___ up to \$80,600            |
| 8-member+    | ___ up to \$85,800            |

**Eligibility Requirements for Applicants to the Best Retail Practices Program INSIDE the NRS:**

Applicant automatically meets eligible requirements if **one** of the following applies:

Applicant must be a small business retailer, whose retail, restaurant or store-front service establishment is located in the Neighborhood Revitalization Strategy Areas (NRS) of the City of Cambridge.

OR

Applicant must be a resident of the NRS whose small business retail, restaurant or store-front service establishment is located in Cambridge.

***Part III – Grant Program***

The City of Cambridge will offer matching grants to retailers who are eligible under HUD Guidelines, have completed Part II of the program within the fiscal year (July 1 – June 30) and need financing to help make Consultant recommended improvements to their establishments, as detailed in the consultation report or improvement commitment given to participants of Part II. The Grant Program provides a 60% matching grant of up to \$2,000 for funding well-designed store or marketing improvements.

***Application to the Program***

CDD/EDD will use the attached Best Retail Practices Application to determine applicant eligibility for the Program. For applicants city-wide who are not eligible under HUD eligibility guidelines, complete section "A" only. For applicants who are eligible under HUD eligibility guidelines, complete Sections "A" and "B".

**BEST RETAIL PRACTICES PROGRAM**  
**APPLICATION AND BENEFICIARY INFORMATION**

The City of Cambridge funds the Best Retail Practices Program in part with Community Development Block Grant funding from the Federal Housing and Urban Development Department (HUD). HUD requires that we obtain the following information from all applicants to the Program. This information is used by the City to determine the eligibility of the applicant under HUD guidelines. You must complete this form to participate in Part II, One-On-One In-Store Consultation, of the Program. The information you provide on this application is kept in strict confidence. Please complete all applicable spaces on this document and **sign and date it on the last page.**

**SECTION A:**     **Please Print**

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ BUSINESS E-MAIL \_\_\_\_\_

OWNER/MANAGER NAME(S): \_\_\_\_\_

HOME ADDRESS(ES): \_\_\_\_\_

Is your business a retail, restaurant or storefront service business located in Cambridge?

Check one - (   ) YES (   ) NO

**SECTION B:**

1. Is your business establishment located in one of the Neighborhood Revitalization Strategy Areas (NRS) (within the shaded areas of the attached map of the City of Cambridge)? Check one - (   ) YES (   ) NO

**OR**

2. Is the business owner's residence located in one of the NRS areas and your business located in another part of Cambridge? Check one - (   ) YES (   ) NO

**If you answered YES to either question 1 or 2, please mark the attached NRS map with an "x" at the location of your business and/or residence, skip to and complete questions 6, 7 and 8 and Section C., question 9, then sign and date this document. If you answered NO, please continue completing the document.**

3. Is your business a **micro-enterprise**? Please check (X) the line that indicates the total number of people your company employs:

A. Five employees or less, **including the owner** (micro-enterprise) \_\_\_\_\_

B. More than five employees, including the owner \_\_\_\_\_

**If you checked A to question 3., please continue completing this entire document. If you checked B to question 3., please skip to the last page and sign and date this document.**



**SECTION C:**

9. Please **complete Section I** (shaded area) of the Comparison Sales Data Form below. This information will be used as one baseline for measuring your business's improvement after participating in the Program.

The Form will be given back to you to complete Section II and to answer the other measurement Questions, below, at the time of your in-store consultation. The fully completed Form will be collected from you on December 15, 2013.

|   |                |                  |
|---|----------------|------------------|
| <b>Comparison Sales Data Form – Round</b>           |                |                  |
| <b>Part II Participant</b>                          |                |                  |
| <b>Section 1 (please complete with Application)</b> |                |                  |
| <b>Business Name:</b>                               |                |                  |
| <b>Business Address:</b>                            |                |                  |
| <b>Owner Name(s):</b>                               |                |                  |
|   |                |                  |
|   |                |                  |
|   | <b>July 12</b> | <b>August 12</b> |
| <b>Monthly Sales</b>                                | \$             | \$               |
|   |                |                  |
| <b>Section 2 (please complete by 12/15/2013)</b>    |                |                  |
|   |                |                  |
| <b>Monthly Sales</b>                                | <b>July 13</b> | <b>August 13</b> |
|   | \$             | \$               |
|   |                |                  |

**Questions: (please complete by 12/15/2013)**-use the back if you need additional space

- Did you implement any of the ideas/recommendations discussed during your in-store consultations and, if so, did these help you or your customer?  
Yes \_\_\_\_ No \_\_\_\_ If so, please explain. \_\_\_\_\_
- Do you plan to apply for a grant under Part III of the Program to use in making one or more of the improvements to your business, recommended in your Consultation Report or Improvement Commitment Form?  
Yes \_ No \_\_ If so, please indicate which improvement items. \_\_\_\_\_
- What changes did you make to improve your establishment's interior space? \_\_\_\_\_

4. What changes did you make to improve your marketing? \_\_\_\_\_

5. Have you seen an increase in your business since your in-store consultation? Explain \_\_\_\_\_

**PLEASE SIGN AND DATE**

I certify that the information I have provided on this form is true and accurate to the best of my knowledge.  
I understand that the information provided in Section B of this form is subject to verification by HUD.

Print Company Name \_\_\_\_\_

Owner(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Owner Name(s) \_\_\_\_\_

Application Deadline: October 11, 2012

ATTACHMENT E  
PART III – GRANT GUIDELINES



City of Cambridge Community Development Department  
BEST RETAIL PRACTICES PROGRAM  
Part III GRANT GUIDELINES

INTRODUCTION

The City of Cambridge Community Development Department (CDD) has established a Best Retail Practices (BRP) Program, an interior store-design and marketing improvement program which offers technical and financial assistance to retailers and restaurateurs in the City of Cambridge.

The City has hired a consulting team headed by name of interior design consultant, a retail architecture and interior design consulting firm, joined by name of marketing consultant, a firm specializing in developing effective marketing programs for small businesses, to provide expert advice to program participants about the best practices used in their industries. Topics covered include interior and exterior signage and lighting and amenities, window display, store layout, visual merchandising, fixtures, ambiance and experience. The consulting team also provides recommendations on management issues, security and marketing techniques.

The program is part of the City's ongoing efforts to help revitalize businesses in its commercial districts as well as businesses that operate outside commercial districts. The program's objectives are to enhance the physical appearance of the interiors of retail establishments and improve marketing practices to build a stronger customer base, improve sales and increase employment.

The program is offered in three parts:

- Part I – Best Retail Practices Workshop
- Part II – Individual In-Store Consultations
- Part III – Grant Program

**As the program is financed with Community Development Block Grant funds, businesses must meet certain income eligibility requirements to participate in Parts II and III.**

Part I – Workshop - The consultant team discusses retail trends and factors affecting such trends and demonstrates, in a slide presentation, best practices in the retail and restaurant industries. Participants are given handouts of the presentation and design and marketing "tips" as ongoing reference tools.

Part II – Individual In-Store Consultations - One-on-one sessions **are held for Part I Participants who apply by completing the Application and Beneficiary Information form.** A team comprised of the consultant and the CDD program administrator (consultant team) visit with individual eligible retailers/restaurateurs to observe, analyze and discuss existing store/restaurant conditions and operations and make recommendations for improvements based on best practices. Topics covered are those outlined above. After the consultation, each participant receives a written report of the topics discussed. During a follow-up visit, the retail participant and the consultant team discuss recommendations for improvements made in the written report and note them on an Improvement Commitment form checking those that are eligible for a grant under Part III, the Grant Program. The City and the participants both sign the form.

Part III – Grant Program – The Grant Program is offered to the **seven (7) retailers who have completed Part II of the program in that fiscal year (July 1 to June 30) and send in the Grant Application Form.** The program matching grants up to \$ 2,000.00, subject to available funds. Grants will be provided to applicants needing financing to help make well-designed store and marketing improvements to their establishments. The improvements must be recommended and approved by the consultant and the City, as detailed in the Improvement Commitment form. The consultant team will provide assistance to applicants to review reasonableness of quotes for labor, materials, and equipment for the recommended improvements. Applicants, however, will be responsible for hiring reputable vendors and /or licensed contractors to carry

out the City-approved improvement plans. ***Grants will be funded to the Applicant on a reimbursement basis after all eligible improvements are deemed completed by the City.***

## **GRANT PROGRAM**

### **A. ELIGIBILITY CRITERIA**

All of the following criteria must be met for participation in the Grant Program:

1. Candidates for Part III - Grant Program, must participate in and complete Parts I and II – Workshop and In-Store Consultation.
2. Grants will be given **ONLY** for the purpose of making the improvements recommended and approved by the consultant team and program administrators. Recommendations for improvements eligible for grant funding will be made during the Consultation Session and noted on the Improvement Commitment.
3. An applicant, who leases the retail space to be improved, must show that the proposed improvement(s) are allowed by the lease, and have written approval from the property owner to make the proposed improvement(s) funded by the Grant Program.
4. Properties must be in conformance with State and local code requirements; and
5. Applicants must comply with all State and local laws and regulations pertaining to licensing and permits.
6. Labor costs over \$1,999 associated with substantial and permanent improvements to the physical structure of the premises are subject to prevailing wages under the federal Davis Bacon statute.

### **B. DESIGN/MARKETING PRINCIPLES AND GUIDELINES**

Improvements to be funded by the Program must:

1. Contribute to the retail/restaurant environment and/or marketing of the establishment being improved.
2. Comply with standards set forth in the City's zoning ordinance and building codes.

#### **Eligible Improvements**

Grant applicants may apply for **one or more** eligible improvements, provided the grant application total improvement costs not exceed \$2,000.00 for HUD eligible applicants.

The following improvements are encouraged but not limited to:

1. Internal window displays, e.g. props and lighting
2. Internal signage and lighting fixtures
3. Merchandising components, e.g. shelving, cash/wraps, counters, menu boards, furniture, decorations and displays. Interior construction, e.g. partitions and built-ins
4. Interior construction, e.g. partitions and built-ins  
New ceiling, floor (tile, carpet) and wall treatments, including paint and designs  
Retail and food service equipment, e.g. cash registers, computers, air conditioners, refrigerated cases
5. Design and first run of marketing materials, including website design and enhancement, reward cards, branded bags, cups, menus, brochures.
6. Improvements to obtain energy efficient interior store features
7. Other improvements deemed necessary to improve layout, ambiance, and overall experience of the space



### Ineligible Improvements

The following are ineligible under BRP:

1. Improvements not found in the candidates Consultation Session or Improvement Commitment.
2. **Exterior** changes to building façade, entryway, signage or lighting.
3. Projects that are underway or started prior to receiving written approval from the City of Cambridge, Community Development Department are **not** eligible for a grant under BRP Phase III, Grant Program.

### C. PROGRAM ASSISTANCE

#### Financial Assistance

Funding offered will be a grant. The City will *reimburse* the applicant up to fifty percent (60%) of the total improvement cost(s) or up to \$2,000.00 for HUD eligible applicants, whichever is less. Labor costs exceeding \$1,999 for substantial and permanent improvements to the interior physical structure of the premises are subject to prevailing wages under the federal Davis Bacon statute. The City will only reimburse applicants after the applicant has paid his/her contractor(s) and/or vendor(s) in full and after the improvement(s) are determined by the City and consultant to have been completed in accordance with the contract between the City and the applicant.

#### Additional Assistance

Assistance will be provided free-of-cost to applicants by the consultant hired by the City. The consultant will provide guidance regarding selection of acceptable materials and equipment recommended for improvements and aid in identifying where these items can be accessed, with final review and approval made by CDD staff. In the case where making an improvement requires hiring a contractor, the applicant is expected to hire a professional (licensed if required by law) to perform the job. The City and consultant will monitor the progress of the project to ensure compliance with the "Scope of Services" outlined in the contract between the City and applicant. Discussions early in the process with City staff are required in order to help avoid misunderstanding as to the eligibility of proposed improvements.

### D. PROCEDURE

All prospective applicants must follow the procedures in the order outlined below.

1. Applicant must have completed Parts I and II – Workshop and Consultations of the BRP;
2. Applicant files an application with CDD prior to Application Deadline;
3. Applicant meets/talks with City staff for initial project discussion;
4. Applicant obtains two (2) detailed written quotes for each improvement from qualified contractors and/or vendors including, but not limited to, descriptions and costs of materials to be used, furniture and fixtures to be purchased and locations of installations. The detailed information required on each quote will be commensurate with the type and scope of the improvement. Applicant has a maximum of forty-five (45) days after making application to solicit and submit the quotes to CDD.
5. If all the quotes reflect the proposed improvements discussed and approved, applicant signs a contract with the City of Cambridge. **The maximum funding amount indicated on the contract will be based upon the lowest bid for each proposed improvement.<sup>1</sup>**
6. CDD sends applicant a "Notice to Proceed with Improvements" letter. **Any work started prior to receiving the "Notice to Proceed with Improvements" letter will not be reimbursed;**

---

<sup>1</sup> Applicant may reject the lowest bidder(s), with CDD approval, if there is a good and substantiated reason.

7. Applicant has thirty (30) days from the execution date of the contract to begin implementation of approved improvements. **Any changes to approved contractor/vendor scope of services must be approved by CDD.** It is up to the applicant to notify CDD of these changes;
8. If applicable, applicant enters into agreement(s) with contractor(s)/vendor(s) to carry out the improvements. *These agreements are solely between the applicant and contractor(s)/vendor(s) and are not the responsibility of the City;*
9. Applicant notifies CDD when the project(s) are completed;
10. City staff and consultant determine whether or not improvements were made in compliance with approved details stated in "Scope of Services" of the contract between the applicant and the City. An onsite visit maybe necessary to make the determination.
11. The project's contractor(s) and/or vendor(s) must provide documentation indicating full payment by the applicant. The applicant must submit this documentation to the CDD with copies of all paid invoices;
12. The City of Cambridge, Community Development Department, reimburses the applicant.

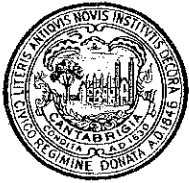
#### **E. TERMINATION**

The City of Cambridge has the right to terminate any agreement under the BRP if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the City of Cambridge.

#### **F. APPLICATION AND INFORMATION**

If you wish to participate in the program and would like to set up a meeting with the Best Retail Practices improvement team or if you would like additional information, please contact Pardis Saffari at CDD, (617) 349-4654 (voice) or 617-349-4621 (TTY) or [psaffari@cambridgema.gov](mailto:psaffari@cambridgema.gov).

The City of Cambridge Best Retail Practices Program does not discriminate on the basis of disability. The program will provide auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures to persons with disabilities upon request.



City of Cambridge Community Development Department  
Best Retail Practices Program – Part III  
GRANT APPLICATION FORM

DATE \_\_\_\_\_

DATES PARTICIPATED IN PART I & II \_\_\_\_\_

**I. APPLICANT INFORMATION**

1. Business Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_ Bus. e-mail: \_\_\_\_\_

2. Business Organization (please indicate by checking the appropriate box): 5.\*
- ☐ Corporation (d/b/a – if applicable)
  - ☐ Limited Liability Company (LLC)
  - ☐ Partnership
  - ☐ Sole Proprietor (d/b/a – if applicable)

\*Please note: Under Internal Revenue Service rules, if you have not checked "Corporation", you will receive a 1099 form from the City of Cambridge. Please confer with your tax advisor to determine an appropriate course for filing of income tax information.

3. Owners and Officers in Applicant's Business Organization

Position

Name and Address

| Position | Name and Address |
|----------|------------------|
|          |                  |
|          |                  |

4. Relationship of Applicant to the space to be improved under Best Retail Practices Grant Program (BRP):
- ☐ Building Owner: Attach proof of ownership (tax bills, title deed, etc.)
  - ☐ Condo Owner: Attach proof of ownership (copy of condo documents, tax bills, title deed, etc.)
  - ☐ Tenant: a) Attach terms, length, and expiration date of present lease, and  
b) Attach written permission signed by the building/condo owner to participate and make improvements to the leased property under BRP
5. If you are the building/condo owner, have all City of Cambridge taxes levied on the building and property described in this application been paid to date?
- ☐ Yes
  - ☐ No { If No, please attach explanation.  
\_\_\_\_\_

## II. PROPOSED PROJECT INFORMATION

1. Street Address of retail establishment to be improved:

Street Address: \_\_\_\_\_

2. Describe the proposed eligible improvement(s) you wish to make, and the scope of all work to be funded under the grant. Improvements must have been recommended in your Consultation Session and/or Improvement Commitment:

| <u>Improvement to be funded</u> | <u>Dollar Amt. (if known)</u> |
|---------------------------------|-------------------------------|
| _____                           | \$ _____                      |
| _____                           | \$ _____                      |
| _____                           | \$ _____                      |
| _____                           | \$ _____                      |
| _____                           | \$ _____                      |
| _____                           | \$ _____                      |
|                                 | TOTAL \$ _____                |

3. Please indicate the funding source(s) of the 50% match to the Grant:

\_\_\_\_\_  
\_\_\_\_\_

4. If applicable, please indicate the name and address of the architect who is responsible for any drawings, plans, and permits to complete proposed project:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

### CERTIFICATION

The undersigned hereby represents and certifies to the best of his/her knowledge and belief that the information contained on this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project(s), and the undersigned agrees to promptly inform the City of Cambridge Community Development Department of any changes in the proposed project(s) which may occur.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

DUNS #: \_\_\_\_\_

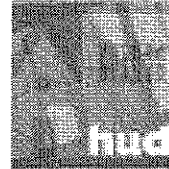
Social Security #: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

APPLICATION DEADLINE: \_\_\_\_\_



**ATTACHMENT F**  
**Improvement Commitment Form**  
Best Retail Practices  
Improvement Commitment



I, \_\_\_\_\_ of \_\_\_\_\_, having participated in both the workshop and consulting phases of the Best Retail Practices Program sponsored by the City of Cambridge Community Development Department, and with the full intention of making every effort to do the best for my business, hereby agree to apply the following recommendations in the areas of interior planning, design and marketing communications as recommended in the recent Best Practices Review.

1)

---

---

☐ Eligible for Grant

2)

---

---

☐ Eligible for Grant

3)

---

---

☐ Eligible for Grant

4)

---

---

☐ Eligible for Grant

It is my understanding that my establishment may be eligible for a grant to help me with the initiative(s) selected above. I intend to apply for any monies that are available and to abide by the bidding process, percentage contribution, reimbursement arrangements and any other rules governing the program.

Business Owner

Date

City of Cambridge

Date

Name of Bidder \_\_\_\_\_ 29

**Americans With Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion Statement  
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of person signing bid)

\_\_\_\_\_  
(Signature & Title)

**This form must be submitted with your bid**

### CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

### CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy.

**All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person      Signature  
signing quotation, bid or Proposal)

\_\_\_\_\_  
(Name of Business)

**NOTE:**

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

**Instructions for Completing CORI Compliance Form:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”**

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

**2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

**2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

**2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.



**2.112.064 Waiver**

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

**2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;

**File No. 5851 – Consultant Services for Best Retail Practices**  
**SUBMIT QUOTE NO LATER THAN TUESDAY, JULY 17, 2012 BY 11:00 A.M.**

- (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;
  - (g) Whether the applicant has pending charges;
  - (h) Any relevant evidence of rehabilitation or lack thereof;
  - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

## Chapter 2.121

### LIVING WAGE ORDINANCE

#### Sections:

- 2.121.010 Title and Purpose
- 2.121.020 Definitions
- 2.121.030 Living Wage
- 2.121.040 Waivers and Exceptions
- 2.121.050 Notification
  - Requirements
- 2.121.060 Duties of covered
  - Employers
- 2.121.070 Community Advisory
  - Board
- 2.121.080 Enforcement
- 2.121.090 Severability
- 2.121.100 Effective Date

#### 2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

#### 2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) **"Applicable Department"** means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) **"Assistance"** means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) **"Beneficiary"** means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) **"Covered Employer"** means the City of Cambridge or a Beneficiary of Assistance.

(e) **"Covered Employee"** means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) **"Living Wage"** has the meaning stated in Section 2.121.030.

(g) **"Person"** means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) **"Service Contract"** means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) **"Service Subcontract"** means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

#### **2.121.030 Living Wage.**

(a) **Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

(b) **Amount of wage.** The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) **No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) **Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

#### **2.121.040 Waivers and Exceptions.**

(a) **Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

**(b) General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

**(c) Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;**
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;**
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

**2.121.050 Notification  
Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

**2.121.060 Duties of Covered  
Employers.**

**(a) Notification Requirements.** Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social

security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

**2.121.070 Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

**2.121.080 Enforcement.**

**(a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings,



may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council.

Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

**2.121.090 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage.

Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2009 is \$13.69

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

City Of Cambridge  
Articles Of Agreement

Commodity:

File Number:

This agreement is made and entered into this \_\_\_\_\_, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

Address:

Telephone, Fax, E-mail:

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

\_\_\_\_\_  
Nancy E. Glowa  
Acting City Solicitor

\_\_\_\_\_  
Signature And Title

\_\_\_\_\_  
Robert W. Healy  
City Manager

\_\_\_\_\_  
Cynthia H. Griffin  
Purchasing Agent

**Attachment G**

Contract No. \_\_\_\_\_

**Agreement Between  
the City of Cambridge, Massachusetts  
and**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of July, 2011 by and between \_\_\_\_\_ (hereinafter "Sub-recipient"), and the City of Cambridge, a municipal corporation in the Commonwealth of Massachusetts (hereinafter "City");

**WITNESSETH THAT:**

WHEREAS, the Congress and the President of the United States of America have, respectively enacted and signed the Housing and Community Development Act of 1974 (hereinafter "Act") under which monies are authorized and appropriated to support local community development activities and programs; and

WHEREAS, the City has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the City, acting through its Community Development Department (hereinafter "Department"), received the funds through a Grant Agreement dated July 2007 with the United States Department of Housing and Development (hereinafter "HUD"), for the administration of the local Community Development Block Grant (hereinafter "CDBG") program, Grant Number B07MC250005 and B08MC250005, CFDA # 14.218; and

WHEREAS, the City wishes to engage the Sub-recipient to assist the City in utilizing such funds in providing technical assistance to Cambridge retailers and has established a Community Development Block Grant program entitled Best Retail Practices; and

WHEREAS, the City has encumbered a maximum of Twenty-Four Thousand Four Hundred Fifty Dollars and Zero Cents (\$24,450.00), the full amount payable under this one-year Agreement, to funded with CDBG funds and assigned Budget Code Numbers \_\_\_\_\_ Requisition

No. \_\_\_\_\_; and

WHEREAS, the following definitions shall apply throughout this Agreement and the Sub-recipient and City mutually agree to them;

**"CDBG"** shall mean the Community Development Block Grant Funds.

**"City"** shall mean the City of Cambridge, a municipal corporation in the Commonwealth of Massachusetts.

**"Contract Term"** shall mean the time commencing July 1, 2011 and ending June 30, 2012.

**"Contract Extension"** The contract Program is expected to be extended annually for one (1) additional year July 1, 2011 through June 30, 2012, subject to satisfactory performance of the Sub-recipient as determined by the City at its sole discretion, future fiscal year budget appropriations and a critical mass of eligible retailers necessary to make the Program economically viable, as determined by the City.

**"Department"** shall mean the Community Development Department of the City of Cambridge.

**"EDD"** shall mean the Economic Development Division of the Community Development Department of the City of Cambridge.

**"HUD"** shall mean the U. S. Department of Housing and Urban Development.

**"NRS"** shall mean HUD approved Neighborhood Revitalization Strategy Areas (2) in the City.

**"Program"** shall mean the Best Retail Practices Program.

**"Program Income"** shall mean repayments to or interest earned on any loans or escrow balances and any proceeds from the disposition of real property received or produced by any activity funded in whole or part by CDBG and shall be expended before requesting funds from the Department's CDBG account. All interest earned on Program Income must be submitted to the Department at the conclusion of the Agreement.

**"Retailers"** shall mean retailers, restaurateurs and storefront service businesses located in the City.

**"Sub-recipient"** shall mean the team hired by the City and headed by

---

---

---

---

---

---

NOW THEREFORE, the parties do mutually agree as follows:

A. SPECIAL CONDITIONS

A.1 Community Development Block Grant Funded Program

The Sub-recipient will be responsible for administering the Community Development Block Grant portion of the funded Program in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds.

A.2 Program Eligibility

This program is an eligible Economic Development Activity according to 24CFR 570.201(o).

A.3 National Objective

The Sub-recipient certifies that the activity carried out with CDBG funds provided under this Agreement will meet the following National Objective low-mod limited clientele as defined in 24CFR 570.208(2)(iii).

A.4 Financial Resources

The Sub-recipient agrees to utilize CDBG funds to supplement rather than supplant other funds available. In cooperation with the appropriate Division Head of the Department, the Sub-recipient shall engage in program development for the activities and programs under this Agreement.

B. SCOPE OF SERVICES

The Sub-recipient shall perform the following services for the City under the direction of the Department:

The Sub-recipient will work with the Department's, Economic Development Division (EDD), to design and implement a Best Retail Practices Program (hereinafter "Program"), participating in discussions regarding any necessary modifications or additions to the existing program. The goal of the Program is to generate economic revitalization by educating small retailers, restaurateurs and storefront service businesses (hereinafter "retailers") about the best practices used in their industries, and by offering technical and financial assistance to the Program participants to help them improve the appearance, marketing and operational efficiency of their stores.

The Sub-recipient will offer up to four (4) workshops per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The program's workshops will target a total of 44 businesses.

The first workshop of the year will be offered in the fall to Cambridge retailers who have never attended the Best Retail Practices Workshop and to former participants who want a refresher course. The workshop will be free of charge and will cover such topics as customer identity, company profile, competition and market trends such as "green" initiatives and customers' value shopping. It will also cover staffing, store layout, interior fixtures, lighting, signage and ambiance, as well as effective retail communications, including advertising, public relations and internet marketing. The workshop will be Part I of a three part program. Interested retailers should be encouraged to sign up at the workshop for participation in Parts II and III.

Part II - in-store consultations will follow the workshop. Part II will be offered to up to twelve (12) businesses in fiscal year 2012 (July 1, 2011 to June 30, 2012) who have completed Part I and meet HUD eligibility requirements (see Program Overview, Part II Eligibility Requirements and Program Application Form - **Attachment A**) or are located in the Neighborhood Revitalization Strategy (NRS) areas of Cambridge - (see NRS map - **Attachment B**). Participants in Part II - in-store consultations will meet twice with the consultants in their individual establishments (initial meeting for one hour and follow-up

meeting for one hour) and receive interior design and marketing and operational advice specific to their businesses.

Part III, the grant program, is on-going and offered to the participants who have completed Parts I and II. Participants are eligible for grants up to \$1,999 for improvements recommended by the consultants and subject to available funds.

The additional two or three workshops (herein after "Additional Workshops") will be offered in winter and spring of the fiscal year to all past Best Retail Practices participants, and will cover advanced topics including those that expand on the first workshop's topics such as retail/restaurant management and advanced and expanded retail marketing. Participants will be encouraged to discuss actual management issues and problems and bring real marketing examples to these workshops for problem solving and constructive critiques.

The schedule for the Program will follow the Proposed Timeline (see **Attachment C**). The Timeline may be altered upon mutual agreement between the City and the Contractor, but in no instance be extended beyond June 30, 2012.

#### **Predevelopment:**

**Program Planning:** The Sub-recipient and its project team will take an active role in designing, refining, marketing and scheduling the parts of the Program, meeting at least twice with the EDD staff prior to the first Workshop, and participating in discussions regarding any necessary modifications or additions to the existing Program and new outlines and designs for the Additional Workshops. In addition, the Sub-recipient shall design a flier announcing the Workshop(s) and deliver it to the City 5 weeks prior to each Workshop for the City to distribute to market the Program. The Sub-recipient must submit and the City must approve the final Program including the Workshop Presentations in the format to be used, an outline of what will be covered in the In-store Consultations and Follow-up Visits, an outline of the process to be followed in the Grant Proposal reviews, and the final Program timetable, using the Proposed Timetable (**Attachment C**) as a guideline.

#### **Program:**

In Fiscal Year 2012, commencing on August 1, 2011, the Sub-recipient will deliver at least three (3) and up to four (4) half-day workshops (one in Fall, one in Winter and one to two in Spring); at least ten (10) and up to thirteen (13) individual In-Store Consultations to eligible retailers and reviews of grant improvement proposals on an as needed basis. The Sub-recipient will deliver PowerPoint presentations for each workshop.

#### **Part I: Best Retail Practices Workshop**

**Fall Workshop:** The fall workshop should commence with a discussion on consumer and retail trends and factors affecting such trends on the national and regional levels, followed by a more tailored discussion of local retail trends and related factors. Topics that should be presented and discussed include: the socioeconomic characteristics of shoppers and how that affects demand; elements of an effectively designed retail environment; supply of and demand for different retail products; niche markets and specialty shops; the importance of the right retail location; the advantages of a Cambridge location; the importance of communicating with and listening to your customers and techniques on how to survey them for their needs; techniques to attract a stronger customer base; design tips; marketing tips; customer identity; company profile; competition and market trends such as "green" initiatives and customers' value shopping. It will also cover staffing, store layout, interior fixtures, lighting, signage and ambiance, as well as effective retail communications, including advertising, public relations and internet marketing and collaborative efforts among business owners.



Sub-recipient shall provide the City with a copy of the workshop presentation with a place for note taking to be used as a handout to participants of the workshop(s). An interactive component with the attendees, such as question and answer periods, should be encouraged and accommodated. The workshop presentation(s) should be in a visually and verbally engaging format. The fall workshop should end with a representative from CDD giving an explanation of Parts II and III of the program, supplemented by a written handout detailing eligibility for Parts II and III and how they will be carried out. (see **Attachment A**). Retailers must participate in Part I to be eligible to participate in Parts II and III. Interested retailers should be encouraged to sign up at the workshop for participation in Parts II and III.

#### **Part II: Individual One-on-One Consultation Sessions and Follow-up Sessions**

Part II will commence on or about October 11, 2011, following the first Workshop. One-on-one consultations sessions will be held at individual eligible retailers' establishments. The Sub-recipient and members of its project team will visit retailers -- observing, analyzing and discussing existing conditions with each business owner -- and make recommendations for improvements based on best practices. City staff will accompany the Consultant during consultations and follow-up sessions with individual retailers. Topics to be addressed by the Sub-recipient should include: exterior and approach - signage and lighting, window display, entry; design and experience - store layout and decor, merchandising, fixturing, interior signage, interior lighting, merchandise selection, wall, floor and ceiling treatments, security, cleanliness, energy efficiency and environmental protection measures, hours of operation, staffing; management issues; marketing and public relations - business identity and positioning, messaging and communication, customer service, identifying customer mix and desires, communicating effectively with customers. The Sub-recipient and members of its project team will be expected to visit a minimum of ten (10) retailers per year (the exact number will be dependent upon interest and eligibility). Each consultation session should run for at least one hour and each follow-up session for at least one hour. Blocks of time, from one to two weeks, will be set-aside for these sessions.

During the course of each consultation and follow-up visit, the Sub-recipient will gather the information to produce one to five-page written summary reports of each of the sessions and include cost-effective and easily implemented recommendations for improvement. The individual reports should discuss in text, topics and issues addressed with the retailers and recommendations made and should include current colored photographs of the store interiors with illustrations of recommended improvements relating back to the text. One to two weeks after the sessions, the Sub-recipient will provide the City one electronic copy and four (4) hard copies of each individual summary report for sessions completed in that block. Three (3) of the reports should be published, for the City's use, together in three binders separated by retailer name, using a comb binding system. The fourth report, which will be sent by the City to the individual retailer, should be published individually for each participant in a binder using a comb binding system. All reports should be properly labeled with the retailer's business name and address.

Approximately three weeks after each consultation, the Sub-recipient and members of its project team will conduct a follow-up visit to each retailer to determine if recommendations in the summary report were understood and if any recommended changes have been implemented. During the visit, the Sub-recipient is expected to answer questions about the report's recommendations, clarify them if necessary, and for participants eligible for a grant, discuss and record with the participant those recommendations the participant will commit to make using the Best Retail Practices Improvement Commitment form (**Attachment D**), noting which are eligible for a Part III matching grant. If some recommendations were implemented after the initial consultation, the Sub-recipient will also ascertain whether implemented changes produced some positive, concrete results, i.e. improved layout, better security,

smoother operations, increased sales, or, if recommendations were not implemented, the reasons why.

### **Part III: Matching Grant Program**

The Sub-recipient and its project team will take an active role in the implementation of Part III, a grant program, throughout the term of this agreement and any contract extension. Grants for improvement(s) up to \$1,999 per grantee, based on available grant funds, will be offered on a first come basis to retailers who, have completed Part II of the program and need help financing Sub-recipient recommended improvements to their establishments, as detailed in the Consultation Report and/or the Improvement Commitment Form. Funding for such grants is not part of the compensation to the Sub-recipient under this agreement. The Sub-recipient will provide guidance to the applicant regarding selection of acceptable materials and equipment recommended for improvements and aid in identifying where these items can be accessed, with final review and approval made by CDD staff. Working closely with EDD staff, the Sub-recipient and its project team will assist the City on an as needed basis, in reviewing grant applications and contractor bid proposals (quotes) of approved store improvements for their accuracy and reasonableness in accordance with the Program's Part III Grant Guidelines (**Attachment E**). After the improvement work has been completed, the Sub-recipient will be expected to view the results by accompanying the EDD staff to the retail establishment, on an as needed basis, to confirm that the improvement has been completed according to specs outlined in the Scope of Services of a contract between the City and the Grantee.

#### **Additional Workshops:**

The Consultant will deliver two to three, two and one-half (2 ½) hour workshops per year, in Winter and Spring 2012 to eligible, established retailers interested in expanding their depth of knowledge and application of best retail practices. The Consultant will deliver visual (Power Point) presentations and related materials to retailers who have attended Parts I and II of the program in prior years. Workshop topics should include retail/restaurant management best practices and advanced and expanded retail marketing best practices. During the workshops, the Consultant will conduct an interactive component with the attendees, to address their individual needs. Participants will be encouraged to discuss their actual management issues and problems and bring real marketing examples to these respective workshops for problem solving and constructive critiques.

The presentations should be in a visually and verbally engaging format. The Consultant will work closely with the City during the start-up services period to establish topics, content and hand-out materials for the workshops.

### **C. PERFORMANCE MEASUREMENTS**

The Sub-recipient agrees to the following levels of performance measurements.

#### Output(s):

The Sub-recipient will deliver, in Fiscal Year 2012, at least three (3) and up to four (4) half-day workshops (one in Fall, one in Winter and one to two in Spring); at least ten (10) individual In-Store Consultations to eligible retailers and reviews of grant improvement proposals on an as needed basis. The Sub-recipient will develop and deliver PowerPoint presentations, approved by the City, for each workshop.

#### Outcome(s):

The Sub-recipient will deliver at least three workshops per year to a target of Forty (44) businesses (one Part I and at least two Additional Workshops) and at least ten (10) one-on-one consultations and follow-up sessions in Fiscal Year 2011 (Part II).

At least ten (10) of the businesses that received in-store consultations will receive grants of up to \$1,999 (Part III).

The long-term outcome of the Program will be job creation through an increase in the sales of the participating businesses that will necessitate and support the hiring of additional employees. Program participants will be asked to report two month's sales comparing prior years' sales to sales several months after grant improvements have been made on the Comparison Sales Data Form (**Attachment F**)

#### D. PERFORMANCE ASSESSMENT

Throughout the term of this Agreement, the Department will assess the performance of the Sub-recipient against performance measures and performance standards required herein. Sub-standard performance as determined by the Department will constitute non-compliance with this Agreement. If action to correct such sub-standard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Department, contract suspension or termination procedures will be initiated.

#### E. TIME OF PERFORMANCE

The services of the Sub-recipient are to commence no sooner than July 1, 2011, and shall be undertaken in such sequence as to assure their expeditious completion by June 30, 2012. The Sub-recipient and EDD will review the proposed timeline (**Attachment C**) for deliverables set forth in this contract. Both the Sub-recipient and EDD will make every reasonable effort to comply with the timeline, recognizing the need for flexibility to ensure both timeliness and quality of performance.

#### F. RECORD KEEPING, FISCAL REPORTING REQUIREMENTS, CHANGES TO PROGRAM BUDGET, INSPECTION OF RECORDS, RETENTION, CLOSEOUTS, AUDITS:

The Sub-recipient shall maintain all records required by the Federal regulations specified in **24 CFR 570.506, 570.502** and **Subpart K of 24 CFR 570 (Attachment G)** that are pertinent to the activity to be funded under this Agreement. In addition, the records shall include:

- F.1 The Sub-recipient will maintain a record system satisfactory to the City consisting of: case files for all Part II Program participants, including owner name, business name, street addresses; Sub-recipient personnel time records, a bookkeeping system; and all other expenditures and receipts pursuant to the Agreement. The Sub-recipient will retain these records, and all other invoices, vouchers, bills, etc., relating to expenditures of funds under this Agreement for a period of five (5) years from the date of expiration of this Agreement or one year after the resolution of any audit issues, whichever is later.
- F.2 The Sub-recipient will keep on record and furnish reports to the City in accordance with the schedule outlined under Section A, Scope of Services and the Proposed Timeline, (**Attachment C**). The City will be responsible for distributing to the individual retailers, the reports prepared by the Sub-recipient.
- F.3 Prior written Department approval is required for budget changes. Requests for these changes should be made in writing that must be completed and signed by the Sub-recipient's Executive Director or other authorized person, and submitted to the City.

- F.4 Upon reasonable notification, the Department or its designees may examine, audit, and copy the books, records or other data that pertain to the performance of this Agreement. Confidentiality of case records extends to the funding sources. Department staff and a representative of the City's Community Development Block Grant Office will conduct on-site monitoring visits to the program at mutually agreed upon times throughout the program year.
- F.5 The Sub-recipient's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of unused materials, equipment, unspent cash advances, program income balance, and accounts receivable to the Department), and preparation of financial reports.
- F.6 Sub-recipient shall have a single audit conducted if it expends \$300,000 or more in Federal awards within the same year. The Sub-recipient hereby agrees to have an annual audit conducted in accordance with current Department policy concerning Sub-recipient audits and, as applicable with OMB Circular A-133 (**Attachment G**)
- The Sub-recipient's audit shall be completed and the auditor's report submitted to the Department within 30 days after receipt of the auditor's report (June 30) or nine months after the end of the audit period, which for the City is the following month of March, whichever is earlier.
- F.7 The City will be responsible for accepting applications for both Part II and Part III of the program. The Application and Beneficiary Information form (part of **Attachment A**) will be used as both an application and an HUD eligibility and income certification form for Parts II and III. The Grant Application Form is attached to the Part III - Grant Guidelines (see **Attachment E**). The City will be responsible for record keeping of all original applications for Parts II and III. The Additional Workshops will be offered to prior participants of Parts II and III, who will have already met the eligibility requirements.

#### G. DATA TO BE FURNISHED TO THE SUB-RECIPIENT

All information, data, reports and records as are existing, available, and necessary for the carrying out of the services required hereunder shall be made available to the Sub-recipient in every way possible in the carrying out of the work without undue delay.

#### H. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the Sub-recipient for work performed under the terms of this Agreement and on the basis of itemized invoices submitted to the Department. The Sub-recipient will invoice the City on a monthly basis for work completed within that month (see **Attachment H** "Sample Invoice"). Itemized invoices shall summarize work performed on a percent complete basis and in accordance with the approved Program Budget (**Attachment I**). Payment terms are 45 days net. The maximum amount payable under this Agreement, based on completion of the deliverables in the Scope of Services, shall be Twenty-Four Thousand Four Hundred Fifty Dollars and Zero Cents (\$24,450.00).

Invoices shall be sent to: City of Cambridge, CDD/EDD  
c/o Pardis Saffari  
344 Broadway, 3<sup>rd</sup> floor  
Cambridge, MA 02139

#### I. CHANGES

Either party may from time to time request changes in the Scope of Services of the Sub-recipient to be performed hereunder. Such changes, except as specified below, which shall be mutually agreed upon between the City and the Sub-recipient, shall be incorporated in written amendments to this contract. No change, however, shall be binding unless and until approved by both parties.

#### J. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

For the Department: Pardis Saffari  
Economic Development Division  
Community Development Department  
344 Broadway, 3<sup>rd</sup> floor  
Cambridge, MA 02139

For the Sub-recipient:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### K. TERMINATION

This Agreement may be cancelled without cause by either party by giving thirty (30) days written notice to the other party.

#### L. GENERAL CONDITIONS

##### L.1 General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations; Part 570, the Housing and Urban Development regulations concerning Community Development Block Grants. (**Attachment G**). The Sub-recipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

##### L.2 Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or non-performance of the services or subject matter called for in this Agreement.

##### L.3 Amendments

The Department or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by the duly authorized representative of both organizations and approved by the City's appointed officials.

##### L.4 Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph B. above may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall, at the option of the Department, become the property of the Department and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such prior to the termination.

The Department may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

M. ADMINISTRATIVE REQUIREMENTS

M.1 Financial Management

The Sub-recipient agrees to comply with the accounting standards stated in OMB Circular A-110. **(Attachment G)**

M.2 Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circular A-122. **(Attachment G)**

N. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REQUIREMENTS

The Sub-recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

O. REPORTING REQUIREMENTS

O.1 Program Income

The Sub-recipient shall report all program income as defined at 24 CFR 570.500(a) **(Attachment G)** generated by the activity carried out with Community Development Block Grant funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. **(Attachment G)**

By way of further limitations, the Sub-recipient may use such income during the contract period for the activity permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Department at the end of the Agreement period. Any interest earned on cash advances paid to the Sub-recipient is not program income and shall be remitted promptly to the Department.

O.2 Reversion of Assets

Upon termination of the Agreement or activity, the Sub-recipient shall transfer to the Department any CDBG funds on hand at that time and any accounts receivable attributable to the use of the CDBG funds in accordance with 24 CFR 570.503(b)(8). **(Attachment G)**

P. PROCUREMENT

P.1 OMB Standards

The Sub-recipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110 (**Attachment G**), Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards (**Attachment G**) as modified by 24 CFR 570.502(b)(6) (**Attachment G**), covering utilization and disposal of property.

Q. PERSONNEL AND PARTICIPANT CONDITIONS

Q.1 Non-discrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Sub-recipient will take affirmative action to insure that all employment practices are free from such discrimination.

Q.2 Section 504

The sub-recipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The department shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

R. AFFIRMATIVE ACTION

R.1 EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

R.2 Women and Minority Business Enterprises (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

S. EMPLOYMENT RESTRICTIONS

S.1 Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S.2 Section 3 Compliance

Section 3, 24 CFR 135, **(Attachment G)** requires the Sub-recipient to the greatest extent feasible give opportunities for training and employment to low and very low income residents of the activity area and contracts for work in connection with the activity be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the City.

S.3 Living Wage

In accordance with the Cambridge Living Wage Ordinance, the Sub-recipient certifies that any person employed by the Sub-recipient (or by an independent contractor doing business with the Sub-recipient) who would directly expend any of his or her time on the activities funded by this contract shall be paid a "living wage" that shall be no less than \$13.90 per hour, subject to annual upward adjustment to account for inflation.

The Sub-recipient hereby agrees to be bound by all applicable provisions of the Living Wage Ordinance **(Attachment J)** that is attached hereto and made a part hereof.

S.4 Criminal Offender Record Information (CORI) Screening by Vendors of the City of Cambridge

The Sub-recipient hereby agrees to be bound by all applicable provisions of City Ordinance Number 1312, Sections 2.112.061 through 2.112.065, intended to ensure that the persons and businesses supplying goods and /or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system. The Sub-recipient agrees to complete the CORI Compliance Form attached hereto and made a part hereof. **(Attachment K)**

T. CONDUCT

T.1 Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 570.611 **(Attachment G)** with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement

T.2 Lobbying

The Sub-recipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

T.3 Religious Organization

The Sub-recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).  
**(Attachment G)**

U. LIABILITY



The Sub-recipient will indemnify, defend and hold the City harmless from all its suits and claims against the City for any errors, omission or neglect of the Sub-recipient in carrying out this Agreement but only to the extent such suit or claim is the result of the negligent act or error of the Sub-recipient.

The Sub-recipient is not by virtue of the Agreement authorized to incur any indebtedness or liability on the part of, or pledge the credit of, the City, or to bind the City in any manner, beyond those obligations incurred by work done under this Agreement.

V. APPLICABLE LAWS, REGULATIONS, AND PROCEDURES

The Sub-recipient shall provide the services required hereunder in accordance with the terms of this Agreement, and all other applicable laws and regulations, and all instructions now or hereafter provided in writing by the City.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands as of the date first above written.

APPROVED AS TO LEGAL FORM:

APPROVED FOR THE DEPARTMENT:

\_\_\_\_\_  
Nancy E. Glowa                      Date  
Acting City Solicitor

\_\_\_\_\_  
Brian Murphy                      Date  
Assistant City Manager for  
Community Development Department

APPROVED FOR THE CITY:

APPROVED FOR THE SUB-RECIPIENT:

\_\_\_\_\_  
Robert W. Healy                      Date  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

Tax I.D. Number \_\_\_\_\_  
DUNS Number: \_\_\_\_\_

**Attachment A**

**Program Overview, Part II Eligibility Requirements and Program Application Form**  
**Guidelines for Program Enrollment**  
**Part II – Individual In-store Consultation**

The City of Cambridge will offer Part II of the Best Retail Practices Program to up to 12 Cambridge small retailers who are eligible using Community Development Block Grant (CDBG/HUD) criteria.

**Guidelines for Retailers who meet HUD Eligibility Requirements - Part II**

**Up to twelve (12) slots** will be reserved for those applicants who meet certain eligibility requirements to participate in the Program using HUD guidelines. Applicants can meet the requirements in one of two ways:

**1. HUD Eligibility Requirements for Applicants to the Best Retail Practices Program INSIDE the Neighborhood Revitalization Strategy (NRS) areas (see attached map of the NRS areas):**

Applicant automatically meets eligible requirements if **one** of the following applies:

- Applicant is a small business retailer, whose retail, restaurant or store-front service establishment is located in one of two Neighborhood Revitalization Strategy Areas (NRS) of the City of Cambridge
- or
- Applicant is the owner of a retail business located outside the NRS but in the City of Cambridge and lives in the NRS area.

**2. HUD Eligibility Requirements for Applicants to the Best Retail Practices Program OUTSIDE the Neighborhood Revitalization Strategy (NRS) areas (see attached map of the NRS areas):**

Applicant meets eligible requirements if **all** of the following applies:

- Applicant must be a small business retailer whose retail establishment is located in the City of Cambridge
- Applicant must be a micro-enterprise. A micro-enterprise is defined as a small business with five (5) or fewer employees, including the owner.
- Applicant must have no greater than low-moderate **family** income.

**\*Definition of Family** - All related, immediate family members living in the same household.  
 e.g.: husband, wife, children, grandparents, aunts, uncles, cousins.

**# OF FAMILY  
MEMBERS**

**LOW-MODERATE  
FAMILY INCOME**

|           |                   |
|-----------|-------------------|
| 1-member  | \$32,151-\$45,100 |
| 2-member  | \$36,701-\$51,550 |
| 3-member  | \$41,351-\$58,000 |
| 4-member  | \$45,901-\$64,400 |
| 5-member  | \$49,601-\$69,600 |
| 6-member  | \$53,251-\$74,750 |
| 7-member  | \$56,951-\$79,900 |
| 8-member+ | \$60,601-\$85,050 |

***Part III – Grant Program***

The City of Cambridge will offer matching grants **only to retailers who meet HUD Eligibility Requirements and who have completed Part II of the program**, and need financing to help make well-designed store or marketing improvements to their establishments. The improvements must be recommended and approved by the Consultant and the City, as detailed in the Consultation written report or the Improvement Commitment agreed to by the participants of Part II. The Grant Program provides a grant of up to \$1,999.00 per grantee, based on available grant funds.

---

**Program Application Form (attached)*****Application to the Part II – Individual One-on-One In-Store Consultations***

CDD/EDD will use the attached Best Retail Practices Application to determine applicant eligibility for Part II of the Program.

**BEST RETAIL PRACTICES PROGRAM**  
**APPLICATION AND BENEFICIARY INFORMATION**

The City of Cambridge funds the Best Retail Practices Program with Community Development Block Grant funding from the Federal Housing and Urban Development Department (HUD). HUD requires that we obtain the following information from all applicants to the Program. This information is used by the City to determine the eligibility of the applicant under HUD guidelines. You must be eligible in order to participate in Part II, Individual One-On-One In-Store Consultation, of the Program. The information you provide on this application is kept in strict confidence. Please complete all applicable spaces on this document and **be sure to sign and date it on the last page.**

**SECTION A:**            **Please Print**

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ BUSINESS E-MAIL \_\_\_\_\_

OWNER/MANAGER NAME(S): \_\_\_\_\_

HOME ADDRESS(ES): \_\_\_\_\_

**SECTION B:**

1. Is your business establishment located in one of the Neighborhood Revitalization Strategy Areas (NRS) (within the shaded areas of the attached map of the City of Cambridge)? Check one - (    ) YES (    ) NO

OR

2. Is the business owner's residence located in one of the NRS areas and your business located in another part of Cambridge? Check one - (    ) YES (    ) NO

**If you answered YES to either question 1 or 2, please mark the attached NRS map with an "x" at the location of your business and/or residence, skip to and complete questions 6, 7 and 8 and Section C., question 9 then sign and date this document. If you answered NO, please continue completing the document.**

3. Is your business a micro-enterprise? Please check the line that indicates the total number of people your company employs:
- A. Five employees or less, **including the owner** (micro-enterprise) \_\_\_\_\_
- B. More than five employees, including the owner \_\_\_\_\_

**If you checked A to question 3, please continue completing this entire document. If you checked B to Question 3, please skip to the end and sign and date this document.**

4. What is the total number of members in your **family** \*: \_\_\_\_\_

**\*Definition of Family** - All related, immediate family members **living in the same household**.  
e.g.: husband, wife, children, grandparents, aunts, uncles, cousins.

5. Please check the category in which the **combined gross annual income** of your **family** falls.  
(Include all sources of family income, as defined above):

| # OF MEMBERS<br>IN FAMILY | VERY LOW-<br>INCOME  | LOW-MODERATE<br>INCOME  |
|---------------------------|----------------------|-------------------------|
| 1-member                  | _____ up to \$32,150 | _____ \$32,151-\$45,100 |
| 2-member                  | _____ up to \$36,700 | _____ \$36,701-\$51,550 |
| 3-member                  | _____ up to \$41,350 | _____ \$41,351-\$58,000 |
| 4-member                  | _____ up to \$45,900 | _____ \$45,901-\$64,400 |
| 5-member                  | _____ up to \$49,600 | _____ \$49,601-\$69,600 |
| 6-member                  | _____ up to \$53,250 | _____ \$53,251-\$74,750 |
| 7-member                  | _____ up to \$56,950 | _____ \$56,951-\$79,900 |
| 8-member+                 | _____ up to \$60,600 | _____ \$60,601-\$85,050 |

**If your family income does not fall within these ranges, please skip to the end and sign and date this document. If it does, please continue and complete the entire document.**

6. Ethnicity: Check **only the one** that applies to you: \_\_\_\_\_ Hispanic or Latino  
 \_\_\_\_\_ Not Hispanic or Latino

7. Race: Check **one or more** that apply to you:

|   |  |
|---|--|
| _____ American Indian or Alaska Native          | _____ Asian and White  |
| _____ Asian                                     | _____ Black or African American and White                            |
| _____ Black or African American                 | _____ American Indian or Alaska Native and White                     |
| _____ White                                     | _____ American Indian or Alaska Native and Black or African American |
| _____ Native Hawaiian or other Pacific Islander | _____ Other multi-racial   |

8. Do you have a **DUNS number** for your business? Check one - ( ) YES ( ) NO

A. If YES, please provide the DUNS number: \_\_\_\_\_

B. If NO, please request a DUNS number for your business and send the assigned number to Pardis Saffari, [psaffari@cambridgema.gov](mailto:psaffari@cambridgema.gov). Follow the instructions on the attached **D-U-N-S Number Information Sheet**.

*To obtain a DUNS number for your business, you will need the following information –*

- i. Business Structure: corporation ☐ sole proprietorship ☐ partnership ☐  
non-profit ☐ limited liability company ☐
- ii. Business Type/Description
- iii. Number of employees

**SECTION C:**

9. Please **complete Section I** (shaded area) of the Comparison Sales Data Form below. This information will be used as one baseline for measuring your business's improvement after participating in the Program.

The Form will be given back to you to complete Section II and to answer the other measurement Questions, below, one year from the date of your in-store consultation or grant receipt, whichever is later. The fully completed Form will be collected from you on December 15, 2012.

|   |                |               |
|---|----------------|---------------|
| <b>Comparison Sales Data Form – Round XVII</b>      |                |               |
| <b>Part II Participant</b>                          |                |               |
| <b>Section 1 (please complete with Application)</b> |                |               |
| <b>Business Name:</b>                               |                |               |
| <b>Business Address:</b>                            |                |               |
| <b>Owner Name(s):</b>                               |                |               |
|   |                |               |
|   |                |               |
|   | <b>July 11</b> | <b>Aug 11</b> |
| <b>Monthly Sales</b>                                | \$             | \$            |
|   |                |               |
| <b>Section 2 (please complete by 12/15/11)</b>      |                |               |
|   |                |               |
| <b>Monthly Sales</b>                                | <b>July 12</b> | <b>Aug 12</b> |
|   | \$             | \$            |
|   |                |               |

**Questions: (please complete by 12/15/12)-use the back if you need additional space**

- Did you implement any of the ideas/recommendations discussed during your in-store consultations and, if so, did these help you or your customer?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Do you plan to or have you applied for a grant under Part III of the Program to use in making one or more of the improvements to your business, recommended in your Consultation Report or Improvement Commitment?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please indicate which improvement items. \_\_\_\_\_  
 \_\_\_\_\_

---

**SECTION C: (continued)**

3. What changes did you make to improve your establishment's interior space? \_\_\_\_\_

---

---

---

4. What changes did you make to improve your marketing? \_\_\_\_\_

---

---

---

5. Have you seen an increase in your business since your in-store consultation? Explain \_\_\_\_\_

---

---

---

---

**PLEASE SIGN AND DATE**

I certify that the information I have provided on this form is true and accurate to the best of my knowledge.  
I understand that the information provided in Section B of this form is subject to verification by HUD.

Print Company Name \_\_\_\_\_

Owner(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

---

---

---

Print Owner Name(s) \_\_\_\_\_

---

---

Federal Tax ID#: \_\_\_\_\_

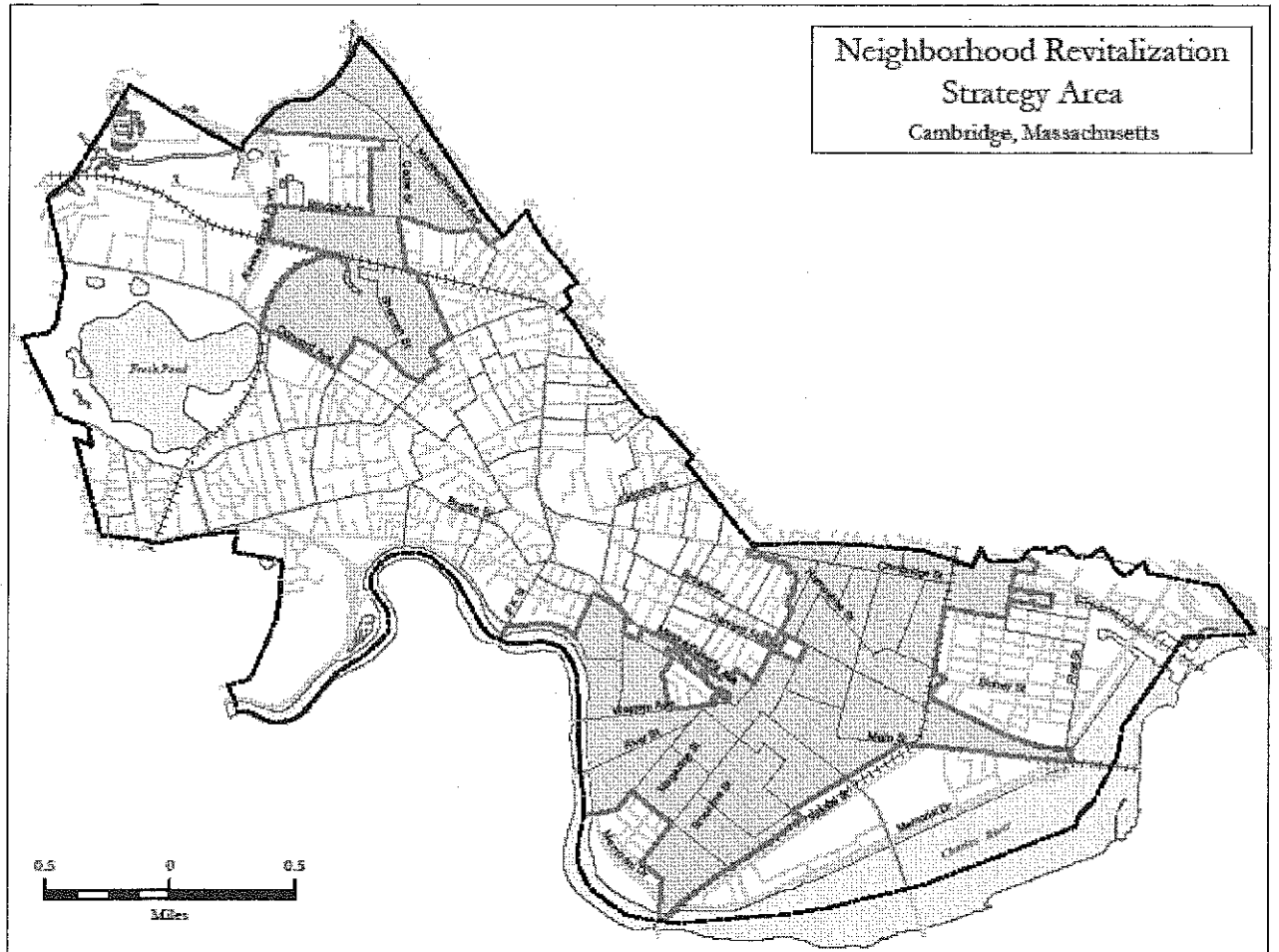
Social Security #: \_\_\_\_\_

Application Deadline: **October 5, 2011**



Attachment B

Map of Cambridge Neighborhood Revitalization Strategy (NRS) Areas



## Attachment C

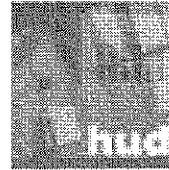
## BRP Proposed Timetable

**Best Retail Practices – Existing Program and Additional Workshops***Proposed Time-line - July 1, 2011-June 30, 2012**(Dates subject to change)*

|                        |   |
|------------------------|---|
| 7.01.11 –<br>6.30.12   | Part III (Grant Program) Proposal review meetings – ongoing as needed   |
|                        |   |
| 7.26.11                | First Program Planning Meeting between City and Consultant  |
| 9.12.11                | Second Program Planning Meeting between City and Consultant   |
| 9.19.11                | Final Program Description & Workshop Presentation submitted (Consultant)  |
| 9.01.11 -<br>9.26.11   | Program Promotion/Marketing - Round XVII (City with help of Consultant)   |
| 9.27.11                | Part I – Workshop Presentation XVII (Consultant and City)   |
| 9.27.11-<br>10.05.11   | Applications received for Consultations and appointments made (City) (6 days)   |
| 10.11.11<br>10.20.11   | Part II - Round XVII Consultations (Consultant accompanied by City) (9 days) <i>flexible</i>  |
| 11.07.11               | Part II - Round XVII Consultation Reports due (Consultant)  |
| 11.10.11               | Reports mailed to Retailers (City sends)  |
| 11.15.11 –<br>11.22.11 | Part II - Round XVII Follow-up Consultations with Discussion and Signing of Best Retail Practices Improvement Commitment form (Consultant accompanied by City) (1 week) <i>flexible</i> |
|                        |   |
| 02.09.12               | Workshop – Restaurant Management Best Practices (Consultant and City)   |
|                        |   |
| 04.18.12               | Workshop – Retail Marketing Advanced Best Practices (Consultant and City)   |

## Attachment D

## Best Retail Practices Improvement Commitment

Best Retail Practices  
Improvement Commitment

I, \_\_\_\_\_, of \_\_\_\_\_, having participated in both the workshop and consulting phases of the Best Retail Practices Program sponsored by the City of Cambridge Community Development Department, and with the full intention of making every effort to do the best for my business, hereby agree to apply the following recommendations in the areas of interior planning, design and marketing communications as recommended in the recent Best Practices Review.

1)

---

---

---

☐ Eligible for Grant

2)

---

---

---

☐ Eligible for Grant

3)

---

---

---

☐ Eligible for Grant

4)

---

---

☐ Eligible for Grant

It is my understanding that my establishment may be eligible for a grant to help me with the initiative(s) selected above. I intend to apply for any monies that are available and to abide by the bidding process, percentage contribution (if any), reimbursement arrangements and any other rules governing the program.

---

Business Owner

Date

---

City of Cambridge

Date

**Attachment E****Part III Grant Guidelines**

**City of Cambridge Community Development Department  
BEST RETAIL PRACTICES PROGRAM  
Part III GRANT GUIDELINES and APPLICATION**

**INTRODUCTION**

The City of Cambridge Community Development Department (CDD) has established a Best Retail Practices (BRP) Program, an interior store-design and marketing improvement program which offers technical and financial assistance to retailers and restaurateurs in the City of Cambridge.

The City has hired a consulting team headed by NELSON, a retail architecture and interior design consulting firm, joined by Clair/Stone Communications, a firm specializing in developing effective marketing programs for small businesses, to provide expert advice to program participants about the best practices used in their industries. Topics covered include interior and exterior signage and lighting and amenities, window display, store layout, visual merchandising, fixturing, ambiance and experience. The consulting team also provides recommendations on management issues, security and marketing techniques.

The program is part of the City's ongoing efforts to help revitalize businesses in its commercial districts as well as businesses that operate outside commercial districts. The program's objectives are to enhance the physical appearance of the interiors of retail establishments and improve marketing practices to build a stronger customer base, improve sales and increase employment.

The program is offered in three parts:

- Part I – Best Retail Practices Workshop
- Part II – Individual In-Store Consultations
- Part III – Grant Program

As the program is financed with Community Development Block Grant funds, businesses must meet certain income eligibility requirements to participate in Parts II and III.

**Part I – Workshop** - The consultant team discusses retail trends and factors affecting such trends and demonstrates, in a slide presentation, best practices in the retail and restaurant industries. Participants are given handouts of the presentation and design and marketing "tips" as ongoing reference tools.

**Part II – Individual In-Store Consultations** - One-on-one sessions **are held for Part I Participants who apply by completing the Application and Beneficiary Information form.** A team comprised of the consultant and the CDD program administrator (consultant team) visit with individual eligible retailers/restaurateurs to observe, analyze and discuss existing store/restaurant conditions and operations and make recommendations for improvements based on best practices. Topics covered are those outlined above. After the consultation, each participant receives a written report of the topics discussed that may include the consultant's recommendations for improvements. Several weeks later participants receive a follow-up visit. During the follow-up visit participants discuss the report, the consultant's recommendations for improvements. The participants then select the recommended improvements they will commit to make and learn which are eligible for a grant under Part III, the Grant Program, by completing the Improvement Commitment form with the City.

**Part III – Grant Program** – The Grant Program is offered to **retailers who have completed Part II of the program and send in the Grant Application Form (attached).** The program grants up to \$1,999.00

based on the grant request for those grant applicants meeting HUD eligibility, as determined by the Application and Beneficiary Information form. Grants will be provided to applicants needing financing to help make well-designed store and marketing improvements to their establishments. The improvements must be recommended and approved by the consultant and the City, as detailed in the participant's Consultation written report and/or the Improvement Commitment form completed by the participant during Part II. The consultant team will provide assistance to applicants to review reasonableness of quotes for labor, materials, and equipment for the recommended improvements. Applicants, however, will be responsible for hiring licensed contractors for installations to implement the City-approved improvement plans. ***Grants will be funded to the Applicant on a reimbursement basis after all eligible improvements are deemed completed by the City.***

## **GRANT PROGRAM**

### **A. ELIGIBILITY CRITERIA**

All of the following criteria must be met for participation in the Grant Program:

1. Candidates for Part III - Grant Program, must participate in and complete Parts I and II – Workshop and In-Store Consultation.
2. Grants will be given **ONLY** for the purpose of making the improvements recommended and approved by the consultant team and program administrators. Recommendations for improvements eligible for grant funding will be made in the Consultation Session and/or follow-up session and listed on the Improvement Commitment form.
3. An applicant who leases the retail space to be improved, must show that the proposed improvement(s) are allowed by the lease, and have written approval from the property owner to make the proposed improvement(s) funded by the Grant Program.
4. Properties must be in conformance with State and local code requirements; and
5. Applicants must comply with all State and local laws and regulations pertaining to licensing and permits.
6. Labor costs over \$1,999 associated with substantial and permanent improvements to the physical structure of the premises are subject to prevailing wages under the federal Davis Bacon statute.

### **B. DESIGN/MARKETING PRINCIPLES AND GUIDELINES**

Improvements to be funded by the Program must:

1. Contribute to the retail/restaurant environment and/or marketing of the establishment being improved.
2. Comply with standards set forth in the City's zoning ordinance and building codes.

#### **Eligible Improvements**

Grant applicants may apply for **one or more** eligible improvements, provided the grant application not exceed \$1,999 for HUD eligible applicants.

The following improvements are encouraged but not limited to:

1. Internal window displays, e.g. props and lighting
2. Internal signage and lighting fixtures
3. Merchandising components, e.g. shelving, cash/wraps, counters, menu boards, furniture, decorations and displays
4. Interior construction, e.g. partitions and built-ins
5. New ceiling, floor (tile, carpet) and wall treatments, including paint and designs
6. Retail and food service equipment, e.g. cash registers, computers, air conditioners, refrigerated cases

7. Design and first run of marketing materials, including website design, web promotions, reward cards, print advertisements, branded bags, cups, menus, brochures
8. Improvements to obtain handicapped accessibility
9. Other improvements deemed necessary to improve layout, ambiance, and overall experience of the space

#### **Ineligible Improvements**

The following are ineligible under BRP:

1. Improvements not found in the candidates Consultation Session or Improvement Commitment.
2. **Exterior** changes to building façade, entryway, signage or lighting.
3. Projects that are underway or started prior to receiving written approval from the City of Cambridge, Community Development Department are **not** eligible for a grant under BRP Phase III, Grant Program.

### **C. PROGRAM ASSISTANCE**

#### **Financial Assistance**

Funding offered will be a grant. The City will *reimburse* HUD eligible applicants up to \$1,999.00 for improvement cost(s). Labor costs exceeding \$1,999 for substantial and permanent improvements to the interior physical structure of the premises are subject to prevailing wages under the federal Davis Bacon statute.

The City will only reimburse applicants after the applicant has paid his/her contractor(s) and/or vendor(s) in full and after the improvement(s) are determined by the City and consultant to have been completed in accordance with the contract between the City and the applicant.

#### **Additional Assistance**

Assistance will be provided free-of-cost to applicants by the consultant hired by the City. The consultant will provide guidance regarding selection of acceptable furniture, fixtures, materials and equipment recommended for improvements and aid in identifying where these items can be accessed, with final review and approval made by CDD staff. In the case where making an improvement requires hiring a contractor, the applicant is expected to hire a professional (licensed if required by law) to perform the job. The City and consultant will monitor the progress of the project to ensure compliance with the "Scope of Services" outlined in the contract between the City and applicant.

Meetings early in the process with City staff are required in order to help avoid misunderstanding as to the eligibility of proposed improvements.

### **D. PROCEDURE**

All prospective applicants must follow the procedures in the order outlined below.

1. Applicant must have completed Parts I and II – Workshop and Consultations of the BRP;
2. Applicant files a grant application with CDD prior to Application Deadline;
3. Applicant meets/talks with City staff for initial project discussion;
4. Applicant obtains two (2) detailed written quotes for each approved improvement from qualified contractors and/or vendors including, but not limited to, descriptions and costs of materials to

be used, pictures of furniture and fixtures to be purchased, locations of installations and copy of print marketing materials. The detailed information required on each quote will be commensurate with the type and scope of the improvement. Applicant has a maximum of forty-five (45) days after making application to solicit and submit the quotes to CDD.

5. If all the quotes reflect the proposed improvements discussed and approved, applicant signs a contract with the City of Cambridge. **The maximum funding amount indicated on the contract will be based upon the lowest bid for each proposed improvement.**<sup>1</sup>
6. CDD sends applicant a "Notice to Proceed with Improvements" letter. **Any work started prior to receiving the "Notice to Proceed with Improvements" letter will not be reimbursed;**
7. Applicant has thirty (30) days from the execution date of the contract to begin implementation of approved improvements. **Any changes to approved contractor/vendor scope of services must be approved by CDD.** It is up to the applicant to notify CDD of these changes;
8. If applicable, applicant enters into agreement(s) with contractor(s)/vendor(s) to carry out the improvements. *These agreements are solely between the applicant and contractor(s)/vendor(s) and are not the responsibility of the City;*
9. Applicant notifies CDD when the project(s) are completed;
10. City staff and/or consultant determine whether or not improvements were made in compliance with approved details stated in "Scope of Services" of the contract between the applicant and the City. An onsite visit may be necessary to make the determination.
11. The project's contractor(s) and/or vendor(s) must provide documentation indicating full payment by the applicant. The applicant must submit this documentation to the CDD with copies of all paid invoices;
12. The City of Cambridge, Community Development Department, reimburses the applicant.

#### **E. TERMINATION**

The City of Cambridge has the right to terminate any agreement under the BRP if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the City of Cambridge.

---

<sup>1</sup> Applicant may reject the lowest bidder(s), with CDD approval, if there is a good and substantiated reason.



**F. APPLICATION AND INFORMATION**

If you wish to participate in the program and would like to set up a meeting with the Best Retail Practices improvement team or if you would like additional information, please contact Pardis Saffari at CDD, [psaffari@cambridgema.gov](mailto:psaffari@cambridgema.gov) or (617) 349-4654 (voice) or 617-349-4621 (TTY).

The City of Cambridge Best Retail Practices Program does not discriminate on the basis of disability. The program will provide auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures to persons with disabilities upon request.



City of Cambridge Community Development Department  
Best Retail Practices Program – Part III  
GRANT APPLICATION FORM

DATE \_\_\_\_\_ DATES PARTICIPATED IN PARTS I & II \_\_\_\_\_

**I. APPLICANT INFORMATION**

1. Applicant's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Business Organization of Applicant: \*
  - Corporation/LLC (d/b/a – if applicable) \_\_\_\_\_
  - Partnership \_\_\_\_\_
  - Sole Proprietor (d/b/a – if applicable) \_\_\_\_\_

\* Please note: Under Internal Revenue Service rules, if you have not checked "Corporation", you will receive a 1099 form from the City of Cambridge. Please confer with your tax advisor to determine an appropriate course for filing of income tax information.

3. Owners and Officers in Applicant's Business Organization  
Position Name and Address

\_\_\_\_\_  
\_\_\_\_\_

4. Relationship of Applicant to the building to be renovated under Best Retail Practices Grant Program (BRP) (circle):
  - Building Owner: Attach proof of ownership (tax bills, title deed, etc.)
  - Condo Owner: Attach proof of ownership (copy of condo documents, tax bills, title deed, etc.)
  - Tenant: a) Attach terms, length, and expiration date of present lease, and  
b) Attach written permission signed by the building/condo owner to participate and make improvements to the leased property under BRP
5. If you are the building/condo owner, have all City of Cambridge taxes levied on the building and property described in this application been paid to date? (circle)
  - Yes
  - No { If No, please attach explanation.

\_\_\_\_\_

**II. PROPOSED PROJECT INFORMATION**

1. Street Address of retail establishment to be improved:

Street Address: \_\_\_\_\_

Describe the proposed eligible improvement(s) you wish to make, and the scope of all work to be funded under the grant. Improvements must have been recommended in your Consultation Session and/or Improvement Commitment:

Improvement to be funded

Dollar Amt. (if known)

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| TOTAL | \$ _____ |

3. If improvement costs exceed the maximum grant amount of \$1,999.00, please indicate the funding source(s) for the additional costs:

\_\_\_\_\_  
\_\_\_\_\_

4. If applicable, please indicate the name and address of the architect who is responsible for any drawings, plans, and permits to complete proposed project:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_

**CERTIFICATION**

The undersigned hereby represents and certifies to the best of his/her knowledge and belief that the information contained on this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project(s), and the undersigned agrees to promptly inform the City of Cambridge Community Development Department of any changes in the proposed project(s) which may occur.

\_\_\_\_\_  
Signature of Applicant\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name

Social Security #: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**APPLICATION DEADLINE:** January 13, 2011**Attachment F****Comparison Sales Data Form**

**BEST RETAIL PRACTICES PROGRAM****Comparison Sales Data Form**

Please **complete Section I** of the Comparison Sales Data Form below. This information will be used as one baseline for measuring your business's improvement.

The Form will be given back to you to complete Section II and to answer the other measurement Questions, below, at the time of your Follow-Up in-store Consultation. The fully completed Form will be collected from you on December 15, 2012.

|   |                |               |
|---|----------------|---------------|
| <b>Comparison Sales Data Form – Round XVII</b>      |                |               |
| <b>Part II Participant</b>                          |                |               |
|   |                |               |
| <b>Business Name:</b>                               |                |               |
| <b>Business Address:</b>                            |                |               |
|   |                |               |
| <b>Owner Name(s):</b>                               |                |               |
|   |                |               |
|   |                |               |
|   |                |               |
| <b>Section 1 (please complete with application)</b> |                |               |
|   |                |               |
|   | <b>July-11</b> | <b>Aug-11</b> |
| <b>Monthly Sales</b>                                | \$             | \$            |
|   |                |               |
|   |                |               |
| <b>Section 2 (please complete by 10/15/10)</b>      |                |               |
|   |                |               |
|   | <b>July-12</b> | <b>Aug-12</b> |
| <b>Monthly Sales</b>                                | \$             | \$            |
|   |                |               |
|   |                |               |

**Questions: (please complete by 12/15/12)-** use the back if you need additional space

- Did you implement any of the ideas/recommendations discussed during your in-store consultations and, if so, did these help you or your customer?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Do you plan to apply for a grant under Part III of the Program to use in making one or more of the improvements to your business recommended in your Consultation Report or Improvement Commitment?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please indicate which improvement items. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Questions (continued):**

3. What changes did you make to improve your establishment's interior space? \_\_\_\_\_

---

---

---

4. What changes did you make to improve your marketing? \_\_\_\_\_

---

---

---

5. Have you seen an increase in your business since your in-store consultation? Explain \_\_\_\_\_

---

---

---

**PLEASE SIGN AND DATE**

I certify that the information I have provided on this form is true and accurate to the best of my knowledge.

I understand that the information provided on this form is subject to verification by HUD.

Print Company Name \_\_\_\_\_

Owner(s)' Signature \_\_\_\_\_ Date \_\_\_\_\_

---

---

Print Owner Name(s) \_\_\_\_\_

---

---

**Attachment G**

**HUD Regulations**

The following 3 regulations can be located at:

[http://www.hud.gov/offices/cpd/communitydevelopment  
/rulesandregs/index.cfm](http://www.hud.gov/offices/cpd/communitydevelopment/rulesandregs/index.cfm)

- 24 CFR 570.200 – 209 Subpart C, Eligible Activities
- 24 CFR 570.500 – 513 Subpart J, Grant Administration
- 24 CFR 570.600 – 614 Subpart K, Other Program Requirements

The following circulars can be located at:

<http://www.whitehouse.gov/omb/circulars/index.html>

- OMB Circular A-110, Uniform Administrative Requirements
- OMB Circular A-122, Cost Principles for Non-Profit Organizations
- OMB Circular A-133, Audits of Non-Profit Organizations

## Attachment H

### Sample Invoice

Vendor Name

Contact Information:

Elaine Madden  
Community Development Department  
Community Development Department  
City of Cambridge - City Hall Annex  
344 Broadway  
Cambridge, MA 02139

**DATE**

Project No: \_\_\_\_\_

Invoice No: \_\_\_\_\_

Project \_\_\_\_\_

Best Retail Practices

---

**Professional Services from:**

| Billing Phase         | Contract<br>Current | Percent  | Previous |             |
|-----------------------|---------------------|----------|----------|-------------|
|                       | Amount              | Complete | Billing  | Billing     |
| Startup               | 0.00                | 0.00     | 0.00     | 0.00        |
| Part I                | 0.00                | 0.00     | 0.00     | 0.00        |
| Part II               | 0.00                | 0.00     | 0.00     | 0.00        |
| Part III              | 0.00                | 0.00     | 0.00     | 0.00        |
| Workshop - Management | 0.00                | 0.00     | 0.00     | 0.00        |
| Workshop - Marketing  | 0.00                | 0.00     | 0.00     | 0.00        |
| Clair Stone Marketing | 0.00                | 0.00     | 0.00     | 0.00        |
| Consultant            | 0.00                | 0.00     | 0.00     | 0.00        |
| Reimbursable          | 0.00                | 0.00     | 0.00     | 0.00        |
| <b>Total Fee</b>      |                     |          |          | <b>0.00</b> |

**Amount Due** \$0.00

---

| Billings to Date | Compensation | Current     | Prior       | Total       | Remaining<br>to be Billed |
|------------------|--------------|-------------|-------------|-------------|---------------------------|
| Contract Amount  | 0.00         | 0.00        | 0.00        | 0.00        | 0.00                      |
| <b>Totals</b>    | <b>0.00</b>  | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>               |

---



**Attachment I**

**Program Budget:**

**This page is intentionally left blank**

**Attachment J****Living Wage Ordinance****Chapter 2.121****LIVING WAGE ORDINANCE****Sections:**

|                  |                               |
|------------------|-------------------------------|
| <b>2.121.010</b> | <b>Title and Purpose</b>      |
| <b>2.121.020</b> | <b>Definitions</b>            |
| <b>2.121.030</b> | <b>Living Wage</b>            |
| <b>2.121.040</b> | <b>Waivers and Exceptions</b> |
| <b>2.121.050</b> | <b>Notification</b>           |
|                  | <b>Requirements</b>           |
| <b>2.121.060</b> | <b>Duties of covered</b>      |
|                  | <b>Employers</b>              |
| <b>2.121.070</b> | <b>Community Advisory</b>     |
|                  | <b>Board</b>                  |
| <b>2.121.080</b> | <b>Enforcement</b>            |
| <b>2.121.090</b> | <b>Severability</b>           |
| <b>2.121.100</b> | <b>Effective Date</b>         |

**2.121.010 Title and Purpose.**

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

**(a) "Applicable Department"** means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

**(b) "Assistance"** means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

**(c) "Beneficiary" means:**

- (1) any person who is a recipient of Assistance;
- (2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

**(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.**

**(e) "Covered Employee" means:**

- (1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and
- (2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

**(f) "Living Wage" has the meaning stated in Section 2.121.030.**

**(g) "Person"** means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

**(h) "Service Contract"** means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

**(i) "Service Subcontract"** means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

**2.121.030 Living Wage.**

**(a) Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

**(b) Amount of wage.** The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

**(c) No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

**(d) Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

**2.121.040      Waivers and  
Exceptions.**

**(a) Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

**(b) General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

**(c) Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City

Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

#### **2.121.050      Notification Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

#### **2.121.060      Duties of Covered Employers.**

**(a) Notification Requirements.** Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

#### **2.121.070 Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

**2.121.080 Enforcement.**

**(a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council.

Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

**2.121.090 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage.

Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

**For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.**

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.



For calendar year 2008 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2009 is \$13.69

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

**Attachment K**

**CORI Screening Ordinance**

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"**

*Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:*

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

**2.112.061 Purpose**

**2.112.062 Definitions**

**2.112.063 CORI-Related Standards of the City of Cambridge**

**2.112.064 Waiver**

**2.112.065 Applicability**

**2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

**2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

**2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who,

when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

#### **2.112.064 Waiver**

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

#### **2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**Attachments:**

- Attachment A Program Overview, Part II Eligibility Requirements and Program Application Form
- Attachment B Map of Cambridge Neighborhood Revitalization Strategy (NRS) Areas
- Attachment C Proposed Timeline
- Attachment D BRP Improvement Commitment Form
- Attachment E Part III Grant Guidelines
- Attachment F Comparison Sales Data Form
- Attachment G HUD doc's & web references
- Attachment H Sample Invoice
- Attachment I Program Budget
- Attachment J Living Wage Ordinance
- Attachment K CORI Ordinance and Compliance Form